CONTRACT

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

Rosetta Construction, LLC.
(Corporate Name)

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

The City of Joplin, Missouri /,

Hereinafter called "Owner."

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

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

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

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

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

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

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

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

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

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

Bond No. 37BCSGJ3048

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Rosetta Construction, LLC
(Name of Contractor)

P.O. Box 14024 Springfield, MO 65814
(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership or Individual)

Hartford Fire Insurance Company
(Name of Surety)

One Hartford Plaza, Hartford, CT. 06155 (888) 266-3488
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF JOPLIN, MISSOURI
(Name of Owner)

602 SOUTH MAIN STREET, JOPLIN, MO 64801
(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of Seven Million Four Hundred Ninety-Eight Thousand Eight Hundred Seventy-Two and 00/100 Dollars ($7,498,872.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the 1st day of June, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

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

PROVIDED, FURTHER that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER are the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 1st day of June, 2015.

ATTEST:

Rosetta Construction, LLC.
Principal

(Principal) Secretary

(SEAL)

By

P.O. Box 14024

Springfield, MO. 65814
(Address)

(Witness as to Principal)

P.O. Box 14024, Springfield, MO. 65814
(Address)

	Hartford Fire Insurance Company Surety
ATTEST: Cori Cessna Witness to Surety	By Attorney-in-Fact
1637 S. Enterprise Avenue (Address)	1637 S. Enterprise Avenue (Address)
Springfield, MO. 65804	Springfield, MO. 65804

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CDBG GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under

this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A- 122,

provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, granter agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133 (A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with

Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA}, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.)* and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.)* and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

XII. LEAD-BASED PAINT

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

XIII. HISTORIC PRESERVATION

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

Bond No. 37BCSGJ3048

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Rosetta Construction, LLC
(Name of Contractor)

P.O. Box 14024 Springfield, MO 65814
(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership or Individual)

Hartford Fire Insurance Company
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF JOPLIN, MISSOURI
(Name of Owner)

602 SOUTH MAIN STREET, JOPLIN, MO 64801
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of Seven Million Four Hundred Ninety-Eight Thousand Eight Hundred Seventy-Two and 00/100 Dollars ($7,498,872.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the 1st day of June, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct CONTRACT with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

(Seal)

ATTEST:

City of Joplin
(Owner)

By _____

(Secretary)

_____
(Witness)

_____
(Title)

(Seal)

ROSETTA CONSTRUCTION LLC
(Contractor)

By _____

(Secretary)

_____
(Witness)

PRES/MGR
(Title)

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

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

As officers and representatives of Rosetta Construction LLC,
(Name of Bidder)

we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Victor Rosetta — 4/30/15

Title Pres/mgr — Date

Signature

Title — Date

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 1st day of June, 2015.
ATTEST:

Rosetta Construction, LLC.
Principal

(Principal) Secretary

(SEAL)

By

P.O. Box 14024

Springfield, MO. 65814
(Address)

(Witness as to Principal)

P.O. Box 14024, Springfield, MO. 65814
(Address)

Hartford Fire Insurance Company
Surety

ATTEST:

By
Attorney-in-Fact

Witness to Surety

1637 S. Enterprise Avenue
(Address)

Springfield, MO. 65804

1637 S. Enterprise Avenue
(Address)

Springfield, MO. 65804

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 37-280517**

- [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
- [ ] **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:***

Callae J. Doty, Gary L. Yost, William L. Southworth, Jr., Thomas A. Montileone, Brandi J. Bradley
of
Springfield, MO

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 .

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Angela Broadwater
Barker Phillips Jackson 1637 S Enterprise Ave PO Box 4207 Springfield MO 65804-4207	PHONE (A/C, No, Ext): (417) 887-3550 FAX (A/C, No): (417) 887-3252 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Co	13021
INSURER B : Accident Fund Insurance Company	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rosetta Construction LLC
P O Box 14024
Springfield MO 65814-0024

COVERAGES **CERTIFICATE NUMBER:** CL1491114458 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	X		60407632	9/30/2014	9/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			60407632	9/30/2014	9/30/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			60407632U	9/30/2014	9/30/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV 6077588	9/30/2014	9/30/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Inland Marine			60407632	9/30/2014	9/30/2015	Rented & Leased Installation Floater	1,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Ref: CDBG DR II Sanitary Sewer Collection System Renovations, Joplin, MO. The Certificate Holder & Allgeier, Martin & Associates, Inc.-P.O. Box 2627, Joplin, MO. 64803 are included as Additional Insureds for General Liability & Automobile Liability. General Liability is primary and non contributory with a per project aggregate. Waiver of Subrogation applies where allowed by law.

CERTIFICATE HOLDER

City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Broadwater/ADB Angela Broadwater

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The ACORD name and logo are registered marks of ACORD

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 37-280517**

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- [ ] **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:***

Callae J. Doty, Gary L. Yost, William L. Southworth, Jr., Thomas A. Montileone, Brandi J. Bradley
of
Springfield, MO

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 April 30, 2015.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

STATE OF MISSOURI)
)ss
COUNTY OF GREENE)

AFFIDAVIT
(as required by Section 285.530, Revised Statues of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Victor Roberts, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Victor Roberts and I am currently the President of Roberts Construction LLC (hereinafter "Contractor"), whose business address is P.O. Box 14024 Springfield, MO 65814 "and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Joplin.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

Affiant

Subscribed and sworn to before me this 30th day of APRIL, 2015. Commission #

TERESA ROSETTA
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires May 29, 2016
Commission #12565289

CDBG BIDDER QUALIFICATIONS & CERTIFICATIONS

Firm Name: Rosetta Construction LLC
(Company Name)

P.O. Box 1402 Springfield, MO. 65814
(Address) (City, State, Zip Code)

417-886-2094 417-881-5758
(Phone Number) (Fax Number) (E-mail)

Date: 4/30/15

Construction Capabilities:

- ☑ General Contracting
- ☐ Electrical
- ☐ Plumbing
- ☐ HVAC
- ☐ Demolition
- ☐ Earthmoving
- ☐ Asbestos Abatement
- ☐ Other: _____

For Corporations Only:

Federal ID Number: 65-1262877

Name of State(s) in which incorporated: Missouri

Date(s) of incorporation: 8/2005

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number: _____ Date: _____

Victor Rosetta _____
(President's Name)

_____
(Vice-President's Name)

_____
(Secretary's Name)

_____
(Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 65-1262877

Percent of work done by Contractor: ~35% Number of years in business: 9 1/2

or SSN: _____ Number of Permanent Employees: 37

Geographical limits of operation: 3 1/2 HR. RADIUS OF SPRINGFIELD

If you have done business under a different name, please give name and location: No

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

No

Date: Dated this 30TH day of APRIL, 2015.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☑ Corporation

Business Name: ROSETTA CONSTRUCTION LLC

Address: P.O. BOX 14024
SPRINGFIELD, MO. 65814

Telephone: 417-886-2094 Fax Number: 417-881-5758

Federal ID Number: 65-1262877 Social Security Number: _____

Incorporated under the laws of the State of: MISSOURI

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

Victor Rosetta

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

VICTOR ROSETTA

(Typed or Printed Name of Signor) (Seal)

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

Rosetta Construction LLC
P.O. Box 14024
Springfield, MO. 6814

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☑ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☑ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☑ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ YES ☑ NO

Victor Rosetta - Pres/Mgr.
NAME AND TITLE OF SIGNER (Please type):

Victor Rosetta
SIGNATURE

4/30/15
DATE

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

ROSETTA CONSTRUCTION LLC

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).
3. No segregated facilities will be maintained.

Name

VICTOR ROSETTA PRES/MGR

Name & Title of Signer (Print or Type):

Signature

4/30/15

Date

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e) (Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of subagreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:
    a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
        i. Specific description of the work to be subcontracted;
        ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
        iii. Date quotation is due to the bidder;
        iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
    b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance

It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of MBE/WBEs expected to perform work;
2. Work to be performed by the MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant City of Joplin

Project Number _____

Contractor/Engineer Rogers Construction LLC

Address, City, State, and Zip P.O. Box 14024 Springfield, MO. 65814

Contact Person Victor Rogers Telephone No 417-866-2078

Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BIDDER SECTION 3 PLAN FORMAT

If award is received, Roberts Construction LLC agrees to implement the following
(name of contractor)
specific affirmative action steps directed at the increasing the utilization of lower income residents and businesses within the City of Joplin.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert the Section 3 Contract Provisions clause in all subcontracts over $100,000, to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment. (Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.)
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
11. If successful bidder, to submit prior to final payment Tables C and D to city/county grantees which includes all applicable hirees and subcontractors utilized on this project.

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project.

ROSETTA CONSTRUCTION LLC
Company

Project Name

Project Number

VICTOR ROSETTA
Person Completing Form

4/30/15
Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors	1	1		
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE: OPER	4	4		
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				
TRADE: LAB	4	4		
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

ROSETTA CONSTRUCTION LLC
Company

Project Name

Project Number

VICTOR ROSETTA
Person Completing Form

4/30/15
Date

TABLE C
CONTRACTOR'S SECTION 3 NEW HIRES REPORT

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

ROSETTA CONSTRUCTION LLC
Company

Project Name

Project Number

VICTOR ROSETTA
Person Completing Form

4/30/15
Date

TABLE D
CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Project Number	Prime Contractor	Address	Contract Amount	Federal ID No.
	Rosetta Construction	Springfield, MO.		65-1262877

Name of Subcontractor	Section 3 Business*	Address and Phone Number	Trade, Service, or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Federal Identification No.

* Check if a Section 3 Business Concern

Section 3 Business Concern

A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project

Total Dollar Amount Awarded to Section 3 Businesses $_____

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR PROJECT NUMBER

Roseann Construction LLC

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☐ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☐ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☐ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ YES ☐ NO

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE DATE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Sub-Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).
3. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

SAMPLE ANTI-LOBBYING CERTIFICATION

Section 319 of Public Law 101-121 prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant, cooperative agreement, or loan.

The Federal Register (page 52070, dated December 20, 1989) specifically forbids the Department of Housing and Urban Development (HUD) from awarding contracts, grants, cooperative agreements, or loans unless the recipient has made an acceptable certification regarding lobbying.

This new requirement has since been narrowed to signed certifications for all awards of Federal funds over $100,000. This begins with the State's grant and applies to all grantees, contractors, subcontractors, suppliers, etc. for all contracts, grants, cooperative agreements, or loans over $100,000.

Failure of the grantee to obtain this certification from all awards of $100,000 or more will result in a program finding and suspended disbursement of Federal funds for the applicable activity or contract.

A copy of this certification can be found on the following page.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over $100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

1. 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over $100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impost by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Roberts Construction LLC

Name of Entity (city, county, contractor, etc.)

Victor Roberts CEO/Mgr

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)

Victor Roberts

Signature of Certifying Official

4/30/15

Date

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

CHANGE ORDER NO. 1

September 15, 2015

Rosetta Construction, LLC.
PO Box 14024
Springfield, MO 65814

Re: CDBG DR II Sanitary Sewer Collection
System Renovations Phase One
Joplin, Missouri

Gentlemen:

The following changes are hereby incorporated into your contract with the City of Joplin, Missouri for the above referenced project.

Background: While doing the Pre-CIPP (Cured-In-Place Pipe) CCTV (Closed Circuit Television) inspection, a number of lines in the project were found to be previously lined. The CIPP lining of these lines shall be removed from the project. However, based on the CCTV inspection, LCRs (Lateral Connection Repairs) and open trench lateral reconnection work may still be done on these lines. Unit prices have been established with Rosetta Construction, as shown below in the Cost Breakdown, for the CCTV inspection of these lines. Subtracted from the contract are open trench point repairs that were found not to be necessary at this time. Additionally, unit prices have been established for lateral reconnections in the same trench as a point repair, manhole abandonment, CIPP point repair liner, and service line CCTV inspection.

Cost Breakdown: The Rosetta Construction, LLC contract shall be revised as follows:

Maiden Lane

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
1	(1,337) LF	1,550 LF	8" Dia. CIPP Liner	$ 26.00	$ (34,762.00)
*11	1,338 LF	1,338 LF	10" Dia. CIPP Liner	$ 42.00	$ 56,196.00
			MAIDEN LANE ADDITION/SUBTRACTION		$ 21,434.00

*Denotes new contract item utilizing Project One bid item unit price

Project One

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
5	(10) EA	7 EA	Point Repair Under Turf 6'-10' Deep	$ 1,000.00	$ (10,000.00)
7	(10) EA	3 EA	Point Repair Under Turf >10' Deep	$ 1,200.00	$ (12,000.00)

11	(15) EA	9 EA	Point Repair Under Crushed Stone 6'-10' Deep	$ 1,400.00	$ (21,000.00)
13	(10) EA	8 EA	Point Repair Under Crushed Stone >10' Deep	$ 1,600.00	$ (16,000.00)
17	(20) EA	16 EA	Point Repair Under Pavement 6'-10' Deep	$ 2,200.00	$ (44,000.00)
19	(15) EA	12 EA	Point Repair Under Pavement >10' Deep	$ 2,500.00	$ (37,500.00)
**61	9,063 LF	9,063 LF	CCTV/Cleaning For Lines Previously Lined	$ 2.75	$ 24,923.25
**62	11 EA	11 EA	Open Trench Lateral Reconnection In Same Trench as Point Repair, Including 5 L.F. of Lateral Line	$ 750.00	$ 8,250.00
**63	1 EA	1 EA	Manhole Abandonment In Turf	$ 1,250.00	$ 1,250.00
**64	1 EA	1 EA	Manhole Abandonment In Crushed Stone	$ 1,500.00	$ 1,500.00
**65	3 EA	3 EA	Manhole Abandonment In Pavement	$ 2,000.00	$ 6,000.00
**66	40 EA	40 EA	CIPP Point Repair Liner	$ 1,600.00	$ 64,000.00
**67	5 EA	5 EA	Service Line CCTV Launch	$ 425.00	$ 2,125.00
**68	50 EA	50 EA	Trimming Existing Lining For Installation of an LCR	$ 333.00	$ 16,650.00
			PROJECT ONE ADDITION/SUBTRACTION		$ (15,801.75)

**Denotes new contract item

Project Two

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
5	(31) EA	5 EA	Point Repair Under Turf 6'-10' Deep	$ 1,000.00	$ (31,000.00)
6	(100) LF	80 LF	Point Repair Under Turf 6'-10' Deep Additional Footage	$ 60.00	$ (6,000.00)
7	(1) EA	3 EA	Point Repair Under Turf >10' Deep	$ 1,200.00	$ (1,200.00)
11	(20) EA	1 EA	Point Repair Under Crushed Stone 6'-10' Deep	$ 1,400.00	$ (28,000.00)
12	(90) LF	15 LF	Point Repair Under Crushed Stone 6'-10' Deep Additional Footage	$ 80.00	$ (7,200.00)
13	(2) EA	1 EA	Point Repair Under Crushed Stone >10' Deep	$ 1,600.00	$ (3,200.00)
15	(2) EA	2 EA	Point Repair Under Pavement >10' Deep	$ 1,900.00	$ (3,800.00)
16	(10) LF	10 LF	Point Repair Under Pavement >10' Deep Additional Footage	$ 110.00	$ (1,100.00)

17	(64) EA	2 EA	Point Repair Under Pavement 6'-10' Deep	$ 2,200.00	$(140,800.00)
18	(310) LF	20 LF	Point Repair Under Pavement 6'-10' Deep Additional Footage	$ 130.00	$ (40,300.00)
19	(6) EA	2 EA	Point Repair Under Pavement >10' Deep	$ 2,500.00	$ (15,000.00)
20	(30) LF	10 LF	Point Repair Under Pavement >10' Deep Additional Footage	$ 150.00	$ (4,500.00)
*38	20 LF	20 LF	Open Trench Lateral Under Turf 0'-6' Deep	$ 20.00	$ 400.00
*39	100 LF	100 LF	Open Trench Lateral Under Turf 6'-10' Deep	$ 20.00	$ 2,000.00
*40	20 LF	20 LF	Open Trench Lateral Under Turf >10' Deep	$ 20.00	$ 400.00
*41	5 LF	5 LF	Open Trench Lateral Under Crushed Stone 0'-6' Deep	$ 35.00	$ 175.00
*42	100 LF	100 LF	Open Trench Lateral Under Crushed Stone 6'-10' Deep	$ 45.00	$ 4,500.00
*43	50 LF	50 LF	Open Trench Lateral Under Crushed Stone >10' Deep	$ 55.00	$ 2,750.00
*44	50 LF	50 LF	Open Trench Lateral Under Pavement 0'-6' Deep	$ 55.00	$ 2,750.00
*45	200 LF	200 LF	Open Trench Lateral Under Pavement 6'-10' Deep	$ 70.00	$ 14,000.00
*46	150 LF	150 LF	Open Trench Lateral Under Pavement >10' Deep	$ 85.00	$ 12,750.00
*47	1 EA	1 EA	Type I, 48" Dia. Manhole In Turf	$ 3,000.00	$ 3,000.00
*48	1 EA	1 EA	Type I, 48" Dia. Manhole In Crushed Stone	$ 3,750.00	$ 3,750.00
*49	2 EA	2 EA	Type I, 48" Dia. Manhole In Pavement	$ 4,800.00	$ 9,600.00
*50	10 FT	10 FT	Type I, 48" Dia. Manhole Extra Depth	$ 200.00	$ 2,000.00
**51	9,963 LF	9,963 LF	CCTV/Cleaning For Lines Previously Lined	$ 2.75	$ 27,398.25
**52	5 EA	5 EA	Open Trench Lateral Reconnection In Same Trench as Point Repair, Including 5 L.F. of Lateral Line	$ 750.00	$ 3,750.00
**53	1 EA	1 EA	Manhole Abandonment In Turf	$ 1,250.00	$ 1,250.00
**54	1 EA	1 EA	Manhole Abandonment In Crushed Stone	$ 1,500.00	$ 1,500.00
**55	1 EA	1 EA	Manhole Abandonment In Pavement	$ 2,000.00	$ 2,000.00
**56	100 EA	100 EA	CIPP Point Repair Liner	$ 1,600.00	$ 160,000.00
**57	5 EA	5 EA	Service Line CCTV Launch	$ 425.00	$ 2,125.00

**58	50 EA	50 EA	Trimming Existing Lining For Installation of an LCR	$ 333.00	$ 16,650.00

PROJECT TWO ADDITION/SUBTRACTION $ (9,351.75)

* Denotes new contract item utilizing Project One bid item unit price
** Denotes new contract item

Project Three

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
5	(35) EA	5 EA	Point Repair Under Turf 6-10' Deep	$ 1,000.00	$ (35,000.00)
11	(5) EA	2 EA	Point Repair Under Crushed Stone 6'-10' Deep	$ 1,400.00	$ (7,000.00)
15	(5) EA	5 EA	Point Repair Under Pavement 0'-6' Deep	$ 1,900.00	$ (9,500.00)
17	(35) EA	8 EA	Point Repair Under Pavement 6'-10' Deep	$ 2,200.00	$ (77,000.00)
17	(5) EA	4 EA	Point Repair Under Pavement >10' Deep	$ 2,500.00	$ (12,500.00)
*39	25 LF	25 LF	Open Trench Lateral Under Turf 0'-6' Deep	$ 20.00	$ 500.00
*40	100 LF	100 LF	Open Trench Lateral Under Turf 6'-10' Deep	$ 20.00	$ 2,000.00
*41	20 LF	20 LF	Open Trench Lateral Under Turf >10' Deep	$ 20.00	$ 400.00
*42	5 LF	5 LF	Open Trench Lateral Under Crushed Stone 0'-6' Deep	$ 35.00	$ 175.00
*43	20 LF	20 LF	Open Trench Lateral Under Crushed Stone 6'-10' Deep	$ 45.00	$ 900.00
*44	5 LF	5 LF	Open Trench Lateral Under Crushed Stone >10' Deep	$ 55.00	$ 275.00
*45	25 LF	25 LF	Open Trench Lateral Under Pavement 0'-6' Deep	$ 55.00	$ 1,375.00
*46	100 LF	100 LF	Open Trench Lateral Under Pavement 6'-10' Deep	$ 70.00	$ 7,000.00
*47	25 LF	25 LF	Open Trench Lateral Under Pavement >10' Deep	$ 85.00	$ 2,125.00
*48	1 EA	1 EA	Type I, 48" Dia. Manhole In Turf	$ 3,000.00	$ 3,000.00
*49	1 EA	1 EA	Type I, 48" Dia. Manhole In Crushed Stone	$ 3,750.00	$ 3,750.00
*50	1 EA	1 EA	Type I, 48" Dia. Manhole In Pavement	$ 4,800.00	$ 4,800.00
*51	6 FT	6 FT	Type I, 48" Dia. Manhole Extra Depth	$ 200.00	$ 1,200.00

**52	4,520 LF	4,520 LF	CCTV/Cleaning For Lines Previously Lined	$ 2.75	$ 12,430.00
**53	5 EA	5 EA	Open Trench Lateral Reconnection In Same Trench as Point Repair, Including 5 L.F. of Lateral Line	$ 750.00	$ 3,750.00
**54	1 EA	1 EA	Manhole Abandonment In Turf	$ 1,250.00	$ 1,250.00
**55	1 EA	1 EA	Manhole Abandonment In Crushed Stone	$ 1,500.00	$ 1,500.00
**56	1 EA	1 EA	Manhole Abandonment In Pavement	$ 2,000.00	$ 2,000.00
**57	50 EA	50 EA	CIPP Point Repair Liner	$ 1,600.00	$ 80,000.00
**58	5 EA	5 EA	Service Line CCTV Launch	$ 425.00	$ 2,125.00
**59	20 EA	20 EA	Trimming Existing Lining For Installation of an LCR	$ 333.00	$ 6,660.00

PROJECT THREE ADDITION/SUBTRACTION $ (3,785.00)

* Denotes new contract item utilizing Project One bid item unit price
** Denotes new contract item

Original Maiden Lane Contract Amount	$ 279,697.00	
Maiden Lane Change Order 1 Amount	$ 21,434.00	
Current Maiden Lane Contract Amount	$ 301,131.00	
Original Project One Contract Amount	$ 3,036,955.50	
Project One Change Order 1 Amount	$ (15,801.75)	
Current Project One Contract Amount	$ 3,021,153.75	
Original Project Two Contract Amount	$ 2,166,911.50	
Project Two Change Order 1 Amount	$ (9,351.75)	
Current Project Two Contract Amount	$ 2,157,559.75	
Original Project Three Contract Amount	$ 2,015,308.00	
Project Three Change Order 1 Amount	$ (3,785.00)	
Current Project Three Contract Amount	$ 2,011,523.00	
Original Total Contract Amount		**$ 7,498,872.00**
Change Order 1 Total Amount		**$ (7,504.50)**
REVISED CONTRACT AMOUNT		**$ 7,491,367.50**

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER
CITY OF JOPLIN, MISSOURI

By _____

Date: 10/2/15

APPROVED BY THE ENGINEER
ALLGEIER, MARTIN & ASSOCIATES, INC.

By _____

Date 9/28/15

APPROVED BY THE CONTRACTOR
ROSETTA CONSTRUCTION, LLC.

By _____

Date: 9/29/15

APPROVED CDBG PROJECT MANAGER

By _____

Date 9/30/15

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

CHANGE ORDER NO. 2

October 23, 2015

Rosetta Construction, LLC.
PO Box 14024
Springfield, MO 65814

Re: CDBG DR II Sanitary Sewer Collection
System Renovations Phase One
Joplin, Missouri

Gentlemen:

The following changes are hereby incorporated into your contract with the City of Joplin, Missouri for the above referenced project.

Background: Contract quantities are being adjusted based on the actual as-constructed quantities through pay request number 4. All construction for the project shall remain in accordance with the project plans and specifications for the associated work.

Cost Breakdown: The Rosetta Construction, LLC contract shall be revised as follows:

Maiden Lane

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
1	10 LF	1,550 LF	8" Dia. CIPP Liner	$ 26.00	$ 260.00
11	809 LF	2,147 LF	10" Dia. CIPP Liner	$ 42.00	$ 33,978.00
			MAIDEN LANE ADDITION/SUBTRACTION		$ 34,238.00

Project One

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
1	(5,400) LF	19,830 EA	8" Dia. CIPP Liner	$ 26.00	$(140,400.00)
19	2 EA	14 EA	Point Repair Under Pavement >10' Deep	$ 2,500.00	$ 5,000.00
40	76.5 LF	99.5 LF	Open Trench Lateral Under Pavement > 10' Deep	$ 85.00	$ 6,502.50
57	13 EA	14 EA	Type I, 48" Dia. Manhole In Pavement	$ 4,800.00	$ 62,400.00
58	14.2 FT	21.8 FT	Type I, 48" Dia. Manhole Extra Depth	$ 200.00	$ 2,840.00
59	410 CY	510 CY	Disposal of Lead Contaminated Soil	$ 15.00	$ 6,150.00
62	2 EA	13 EA	Open Trench Lateral Reconnection In Same Trench as Point Repair Including 5 L.F. of Lateral Line	$ 750.00	$ 1,500.00

65	1 EA	4 EA	Manhole Abandonment In Pavement	$ 2,000.00	$ 2,000.00
66	23 EA	63 EA	CIPP Point Repair Liner	$ 1,600.00	$ 36,800.00
68	1 EA	51 EA	Trimming Existing Lining For Installation of an LCR	$ 333.00	$ 333.00

PROJECT ONE ADDITION/SUBTRACTION $ (16,874.50)

Project Two

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
19	1 EA	3 EA	Point Repair Under Pavement >10' Deep	$ 2,500.00	$ 2,500.00
49	6 EA	8 EA	Type I, 48" Dia. Manhole In Pavement	$ 4,800.00	$ 28,800.00
50	7.8 FT	17.8 FT	Type I, 48" Dia. Manhole Extra Depth	$ 200.00	$ 1,560.00
51	29 LF	9,992 LF	CCTV/Cleaning For Lines Previously Lined	$ 2.75	$ 79.75

PROJECT TWO ADDITION/SUBTRACTION $ 32,939.75

Project Three

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
1	(1,934) LF	17,299 LF	8" Dia. CIPP Liner	$ 26.00	$ (50,284.00)

PROJECT THREE ADDITION/SUBTRACTION $ (50,284.00)

Original Maiden Lane Contract Amount	$ 279,697.00
Maiden Lane Change Order 1 Amount	$ 21,434.00
Maiden Lane Change Order 2 Amount	$ 34,238.00
Current Maiden Lane Contract Amount	$ 335,369.00
Original Project One Contract Amount	$ 3,036,955.50
Project One Change Order 1 Amount	$ (15,801.75)
Project One Change Order 2 Amount	$ (16,874.50)
Current Project One Contract Amount	$ 3,004,279.25
Original Project Two Contract Amount	$ 2,166,911.50
Project Two Change Order 1 Amount	$ (9,351.75)
Project Two Change Order 2 Amount	$ 32,939.75
Current Project Two Contract Amount	$ 2,190,499.50
Original Project Three Contract Amount	$ 2,015,308.00
Project Three Change Order 1 Amount	$ (3,785.00)
Project Three Change Order 2 Amount	$ (50,284.00)
Current Project Three Contract Amount	$ 1,961,239.00

Original Total Contract Amount	**$ 7,498,872.00**
Change Order 1 Total Contract Amount	**$ (7,504.50)**
Change Order 2 Total Contract Amount	**$ 19.25**
REVISED CONTRACT AMOUNT	**$ 7,491,386.75**

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER
CITY OF JOPLIN, MISSOURI

By _____

Date: 10/27/15

APPROVED BY THE ENGINEER
ALLGEIER, MARTIN & ASSOCIATES, INC.

By _____

Date 10/26/15

APPROVED BY THE CONTRACTOR
ROSETTA CONSTRUCTION, LLC.

By _____

Date: 10/23/15

APPROVED BY THE CDBG PROJECT MANAGER
CITY OF JOPLIN, MISSOURI

By _____

Date 10/26/15

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

CHANGE ORDER NO. 3

November 9, 2015

Rosetta Construction, LLC.
PO Box 14024
Springfield, MO 65814

Re: CDBG DR II Sanitary Sewer Collection
System Renovations Phase One
Joplin, Missouri

Gentlemen:

The following changes are hereby incorporated into your contract with the City of Joplin, Missouri for the above referenced project.

Background: Contract quantities are being adjusted based on the actual as-constructed quantities through pay request number 5. All construction for the project shall remain in accordance with the project plans and specifications for the associated work.

Cost Breakdown: The Rosetta Construction, LLC contract shall be revised as follows:

Maiden Lane

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
3	(24) EA	38 EA	4" to 6" Dia. Trenchless Lateral Connection Repair (LCR)	$1,600.00	$ (38,400.00)
4	(50) LF	0 LF	4" to 6" Dia. Trenchless Sewer Service Lateral CIPP	$ 77.00	$ (3,850.00)
9	(100) CY	0 CY	Disposal of Lead Contaminated Soil	$ 15.00	$ (1,500.00)
			MAIDEN LANE ADDITION/SUBTRACTION		$ (43,750.00)

Project One

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
2	(142) LF	0 LF	10" Dia. CIPP Liner	$ 42.00	$ (5,964.00)
3	(2) EA	0 EA	Point Repair Under Turf 0'-6' Deep	$ 800.00	$ (1,600.00)
4	(10) LF	0 LF	Additional LF Required for a 0'-6' Deep Point Repair Under Turf	$ 50.00	$ (500.00)
5	(6) EA	1 EA	Point Repair Under Turf 6'-10' Deep	$1,000.00	$ (6,000.00)
6	(85) LF	0 LF	Additional LF Required for a 6'-10' Deep Point Repair Under Turf	$ 60.00	$ (5,100.00)
7	(3) EA	0 EA	Point Repair Under Turf >10' Deep	$1,200.00	$ (3,600.00)
8	(65) LF	0 LF	Additional LF Required for a >10' Deep Point Repair Under Turf	$ 70.00	$ (4,550.00)

9	(3) EA	0 EA	Point Repair Under Crushed Stone 0'-6' Deep	$1,200.00	$ (3,600.00)
10	(15) LF	0 LF	Additional LF Required for a 0'-6' Deep Point Repair Under Gravel	$ 70.00	$ (1,050.00)
11	(9) EA	0 EA	Point Repair Under Crushed Stone 6'-10' Deep	$1,400.00	$ (12,600.00)
12	(120) LF	0 LF	Additional LF Required for a 6'-10' Deep Point Repair Under Gravel	$ 80.00	$ (9,600.00)
13	(8) EA	0 EA	Point Repair Under Crushed Stone >10' Deep	$1,600.00	$ (12,800.00)
14	(90) LF	0 LF	Additional LF Required for a >10' Deep Point Repair Under Gravel	$ 90.00	$ (8,100.00)
15	(4) EA	1 EA	Point Repair Under Pavement 0'-6' Deep	$1,900.00	$ (7,600.00)
16	(9.5) LF	15.5 LF	Additional LF Required for a 0'-6' Deep Point Repair Pavement	$ 110.00	$ (1,045.00)
17	(9) EA	7 EA	Point Repair Under Pavement 6'-10' Deep	$2,200.00	$ (19,800.00)
18	(150) LF	30 LF	Additional LF Required for a 6'-10' Deep Point Repair Under Pavement	$ 130.00	$ (19,500.00)
19	1 EA	15 EA	Point Repair Under Pavement >10' Deep	$2,500.00	$ 2,500.00
20	(65.5) LF	69.5 LF	Additional LF Required for a >10' Deep Point Repair Under Pavement	$ 150.00	$ (9,825.00)
30	7 EA	38 EA	Open Trench Lateral Reconnection Under Pavement 6'-10 Deep	$2,600.00	$ 18,200.00
38	25 LF	31 LF	Open Trench Lateral Under Pavement 0'-6' Deep	$ 55.00	$ 1,375.00
39	645 LF	679 LF	Open Trench Lateral Under Pavement 6'-10' Deep	$ 70.00	$ 45,150.00
40	232 LF	331.5 LF	Open Trench Lateral Under Pavement >10' Deep	$ 85.00	$ 19,720.00
51	(3) EA	9 EA	Manhole Frame and Cover Replacement Under Crushed Stone	$ 600.00	$ (1,800.00)
52	(7) EA	61 EA	Manhole Frame and Cover Replacement Under Pavement	$1,500.00	$ (10,500.00)
53	(10) EA	83 EA	Application of Manhole Chimney Sealant	$ 475.00	$ (4,750.00)
54	(75.8) VF	759.10 VF	Renovation of Manholes Utilizing Application of Cementitious Liner	$ 125.00	$ (9,475.00)
59	150 CY	660 CY	Disposal of Lead Contaminated Soil	$ 15.00	$ 2,250.00
62	2 EA	15 EA	Open Trench Lateral Reconnection In Same Trench as Point Repair	$ 750.00	$ 1,500.00
66	17 EA	80 EA	CIPP Point Repair Liner	$1,600.00	$ 27,200.00

PROJECT ONE ADDITION/SUBTRACTION $ (41,464.00)

Project Two

Item No.	No. of Units Add/Subtract	Revised Quantity	Item Description	Unit Price	Total Addition/ Deletion- Dollars
1	7,484 LF	29,005 LF	8" Dia. CIPP Liner	$ 26.00	$ 194,584.00
3	(2) EA	0 EA	Point Repair Under Turf 0'-6' Deep	$ 800.00	$ (1,600.00)
4	(9) LF	1 LF	Additional LF Required for a 0'-6' Deep Point Repair Under Turf	$ 50.00	$ (450.00)
5	(3) EA	2 EA	Point Repair Under Turf 6'-10' Deep	$1,000.00	$ (3,000.00)
6	(77) LF	3 LF	Additional LF Required for a 6'-10' Deep Point Repair Under Turf	$ 60.00	$ (4,620.00)
7	(2) EA	1 EA	Point Repair Under Turf >10' Deep	$1,200.00	$ (2,400.00)
8	(8) LF	12 LF	Additional LF Required for a >10' Deep Point Repair Under Turf	$ 70.00	$ (560.00)
9	(1) EA	0 EA	Point Repair Under Crushed Stone 0'-6' Deep	$1,200.00	$ (1,200.00)
10	(5) LF	0 LF	Additional LF Required for a 0'-6' Deep Point Repair Under Gravel	$ 70.00	$ (350.00)
11	1 EA	2 EA	Point Repair Under Crushed Stone 6'-10' Deep	$1,400.00	$ 1,400.00
12	86 LF	101 LF	Additional LF Required for a 6'-10' Deep Point Repair Under Gravel	$ 80.00	$ 6,880.00
13	(1) EA	0 EA	Point Repair Under Crushed Stone >10' Deep	$1,600.00	$ (1,600.00)
14	(15) LF	0 LF	Additional LF Required for a >10' Deep Point Repair Under Gravel	$ 90.00	$ (1,350.00)
16	(10) LF	0 LF	Additional LF Required for a 0'-6' Deep Point Repair Pavement	$ 110.00	$ (1,100.00)
18	(19.5) LF	0.5 LF	Additional LF Required for a 6'-10' Deep Point Repair Under Pavement	$ 130.00	$ (2,535.00)
20	1 LF	11 LF	Additional LF Required for a >10' Deep Point Repair Under Pavement	$ 150.00	$ 150.00
31	(3) EA	25 EA	Manhole Frame and Cover Replacement Under Turf	$ 500.00	$ (1,500.00)
33	(6) EA	42 EA	Manhole Frame and Cover Replacement Under Pavement	$1,500.00	$ (9,000.00)
34	(9) EA	80 EA	Application of Manhole Chimney Sealant	$ 475.00	$ (4,275.00)
35	(76.0) VF	694.1 VF	Renovation of Manholes Utilizing Application of Cementitious Liner	$ 125.00	$ (9,500.00)
36	170 CY	270 CY	Disposal of Lead Contaminated Soil	$ 15.00	$ 2,550.00
49	1 EA	9 EA	Type I 48" Dia. Manhole Under Pavement	$4,800.00	$ 4,800.00
50	13.61 FT	31.41 FT	Type I 48" Dia. Manhole Extra Depth	$ 200.00	$ 2,722.00

Original Total Contract Amount	**$ 7,498,872.00**
Change Order 1 Total Contract Amount	**$ (7,504.50)**
Change Order 2 Total Contract Amount	**$ 19.25**
Change Order 3 Total Contract Amount	**$ 1,142.00**
REVISED CONTRACT AMOUNT	**$ 7,492,528.75**

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER
CITY OF JOPLIN, MISSOURI

By _____

Date: 11/17/15

APPROVED BY THE ENGINEER
ALLGEIER, MARTIN & ASSOCIATES, INC.

By _____

Date 11/13/15

APPROVED BY THE CONTRACTOR
ROSETTA CONSTRUCTION, LLC.

By _____

Date: 11/9/15

APPROVED BY THE CDBG PROJECT MANAGER
CITY OF JOPLIN, MISSOURI

By _____

Date 11/16/15