



RE: Contract award to D&E Plumbing for repairs to Hwy. 14/Gregg Rd. intersection.

Background:

At the October 11th meeting council approved a budget amendment to in the amount of \$127,000 for improvements to the Hwy. 14/Gregg Rd. intersection resulting from a water main break on June 23rd of this year. The needed repairs have been designed and directed by MoDOT.

Analysis:

As outlined during the budget amendment, upon receiving repair specifications from MoDOT, staff found it to be beyond our current capacity to do in-house, so bids were solicited for repairs. Only one bid was received, coming from D&E Plumbing in the amount of \$127,000. Upon review of the bids, staff did find that the amount was close to our estimate of around \$100,000.

Recommendation:

Staff recommends approval of the attached resolution allowing the City Administrator to execute a contract with D&E Plumbing for the needed repairs.

MEMO SUBMITTED BY:

Jason Stutesmun | Water Quality Superintendent

RESOLUTION NO. 2022-105

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH D&E PLUMBING & HEATING,**
3 **INC. FOR CERTAIN REPAIRS TO THE HIGHWAY 14 AND GREGG ROAD**
4 **INTERSECTION.**

5 _____
6
7 **WHEREAS** City staff have solicited proposals for certain repair work to the
8 intersection located at Highway 14 and Gregg Road; and
9

10 **WHEREAS** at the conclusion of the solicitation process, City staff determined that
11 D&E Plumbing & Heating, Inc., submitted the best proposal; and
12

13 **WHEREAS** City Council desires to authorize the execution of the Contract,
14 attached hereto as "Resolution Exhibit A," for the purpose described therein.
15

16 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
17 **NIXA, AS FOLLOWS, THAT:**
18

19 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute
20 the Contract attached hereto, and incorporated herein by this reference, as "Resolution
21 Exhibit A," with D&E Plumbing & Heating, Inc. Said Contract shall be in substantially
22 similar form as the document attached hereto as "Resolution Exhibit A."
23

24 **SECTION 2:** The City Administrator and the officers of the City are hereby
25 authorized to do all things necessary or convenient to carry out the terms and intent of
26 this Resolution.
27

28 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
29 passage by the City Council and after its approval by the Mayor, subject to the provisions
30 of section 3.11(g) of the City Charter.
31

32
33 **ADOPTED BY THE COUNCIL THIS 24th DAY OF October, 2022.**
34

35 ATTEST:

36
37 _____
38 PRESIDING OFFICER

37 _____
38 CITY CLERK

39
40
41 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.**
42

43 ATTEST:

44
45 _____
46 MAYOR

45 _____
46 CITY CLERK

RESOLUTION NO. 2022-105

47

48 APPROVED AS TO FORM:

49

50

51 _____
CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
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(X) NEW CONTRACT () RENEWAL OF CONTRACT NO. () Addendum No. __

CITY	CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Jeff Roussell Dept: Street Email: jrussell@nixa.com	Name: D&E Plumbing & Heating, Inc. Address: 1112 E. Falcon Crest Ct. Nixa, MO 65714 Phone: 417-866-4200 Attn: Steve Eoff Email: deplbg01@yahoo.com

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Bid solicitation process, referenced as RFB-049-2022/Street-Water desires to engage Contractor to perform certain construction work; and

WHEREAS the City desires to engage Contractor to perform such work under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such work under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Manner and Time for Completion. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Construction Services in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar services. The Construction Services are more specifically described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Administrator within 30 days after the date of execution of this Contract.

2. Prevailing Wage. In compliance with sections 290.210 through 290.340 RSMo, all workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached hereto as Exhibit C and made part of this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City \$100.00 for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the

Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 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 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, 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 blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) 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 attorney's 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) 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 Nixa, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. 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. Subcontracts. In case any or all of the performance of this Contract 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 through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

g. 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 Contract 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 and Payment Bonds. 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 \$127,000.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems 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 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 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 Contract, 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.

6. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall 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 shall retain sole and absolute discretion as to the judgment and 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 Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall 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. The parties mutually and expressly agree that time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in this Contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$500 per day for each and every calendar day that the performance of this Contract remains uncompleted after the time allowed for substantial 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. The project is not considered complete until final acceptance by the City.

8. Termination.

a. For Cause. The City reserves the right to terminate this Contract by giving at least five 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.

b. For Convenience. 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.

9. City's Right to Proceed. In the event this Contract is terminated, 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. 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 Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract 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 Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

11. 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.

12. Payment. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided hereunder. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract 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. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **One Hundred Twenty-Seven Thousand Dollars and No Cents (\$127,000.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor.

13. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. **This Contract**
- b. **Exhibit A- Scope of Work**
- c. **Exhibit B- Bid/Rate Sheet**
- d. **Exhibit C- Prevailing Wage Order**

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, and then Exhibit C.

14. Conflict of Interest. Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

15. 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, 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 Contract, 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 Contract.

16. 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) 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.

17. 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 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.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by electronic transmission 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 electronic 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.

19. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

20. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. 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.

21. 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. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

22. 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.

23. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Missouri Revised Statute Section 34.600, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

24. 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.

25. 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.

26. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

(Rest of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Steve Eoff

STEVE EOFF
Printed Name

President
Title

Date: 10-19-22

ATTEST:

Debbie Essary

DEBBIE ESSARY
Printed Name

office Manager
Title

Highway 14 & Gregg Rd. Pavement Repair

Scope of Work

This project shall be performed between the hours of 8pm and 6am Monday thru Thursday, with no exceptions. Project consist of the removal of approximately 1600 square feet of asphalt, excavation of unsuitable materials/soils, four inches of compacted type five base and asphalt replaced with full depth concrete, (High Early) minimum of twelve inches, see Section 501.3.6-501.5. of the Missouri Department of Transportation Pavement Concrete specifications. (See Exhibit A)

Concrete joints spacings and dowel bar placements shall follow Section 502.0SP of the Missouri Department of Transportation specifications. (See Exhibit B)

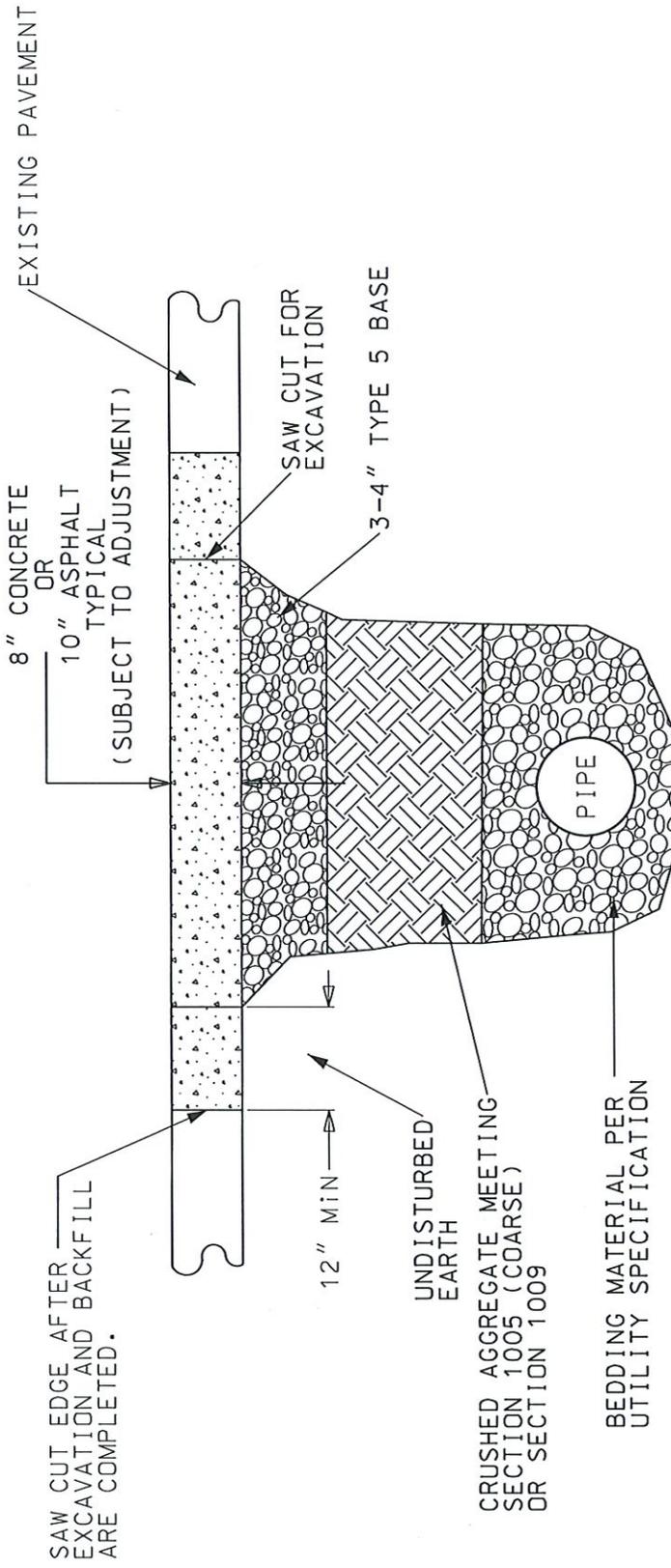
All traffic control shall conform the Manual on Uniform Traffic Control and be the responsibility of the awarded contractor to maintain during working hours. Traffic control will be removed or taken down during non-working hours so that normal traffic flow continues during off working times. Workers must follow all Missouri Department of Transportation protocol regarding safety equipment, reflective vests, hardhats, ext.

East bound Highway 14 through lane and North turn lane, on to Gregg Rd., signal loops shall be replaced if damaged.

All traffic marking shall be replaced within the effected area. This will consist of approximately 100 feet of four-inch solid white fog line, 50 feet of broken four-inch white line, twenty-two feet of six-inch white crosswalk line, twenty-two feet of crosswalk stop location markings, white and one stop bar twenty-four inches wide, eleven feet long. See Exhibit C for current traffic marking.

Work shall be monitored by City of Nixa staff. A complete and thorough inspection shall be performed by the City, along with Missouri Department of Transportation officials, upon completion of the work. If any issues/discrepancies are noted, awarded vendor must correct before final payment will be issued.

Exhibit A



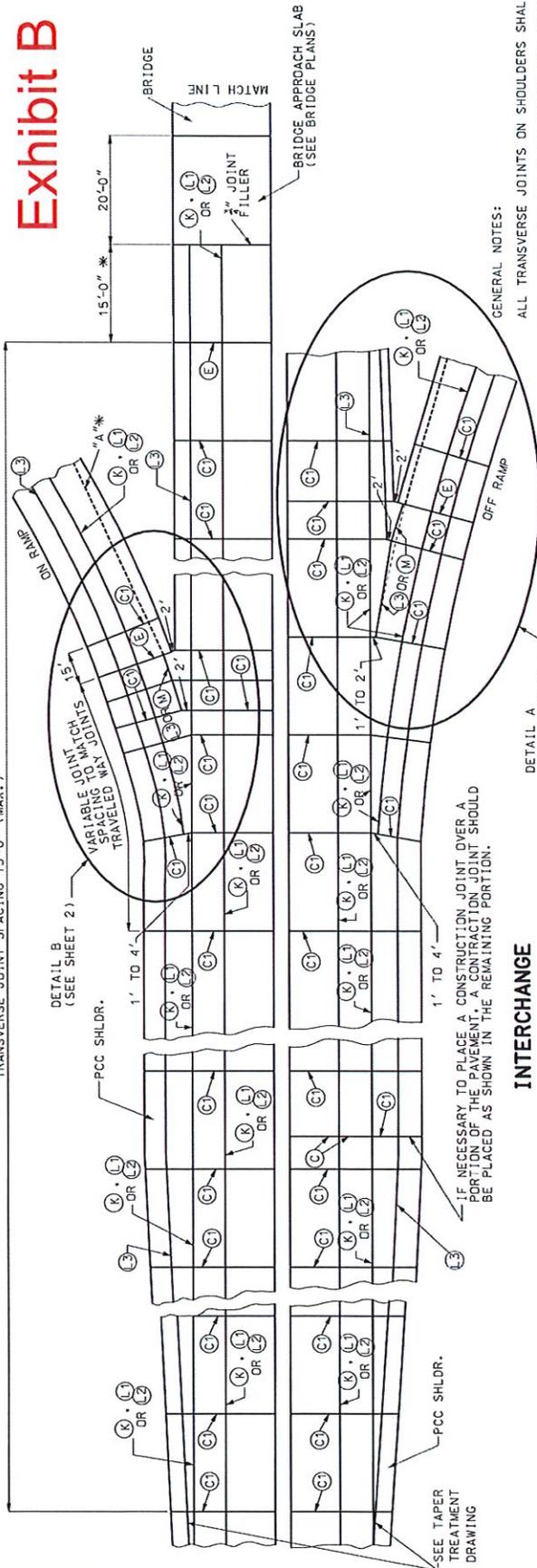
EXISTING PAVEMENT REPAIR DETAIL

NOT TO SCALE

CONCRETE SHALL MEET REQUIREMENTS OF SECTION 501 PAVEMENT CONCRETE
ASPHALT SHALL MEET REQUIREMENTS OF SECTION 403 (TYPICAL 2" SP125 ON 8" SP250)

Exhibit B

TRANSVERSE JOINT SPACING 15'-0" (MAX.)



DETAIL B
(SEE SHEET 2)

PCC SHLDR.

1' TO 4'

VARIABLE JOINT SPACING MAX. JOINTS TRAVELED WAY JOINTS

15'-0" *
"A" *
OR
OR

SEE TAPER TREATMENT DRAWING

PCC SHLDR.

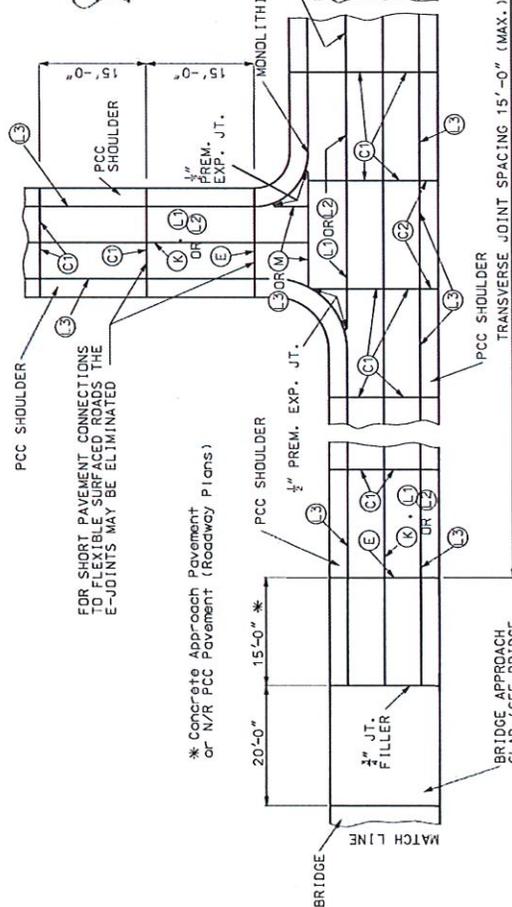
1' TO 4'

IF NECESSARY TO PLACE A CONSTRUCTION JOINT OVER A PORTION OF THE PAVEMENT, A CONTRACTION JOINT SHOULD BE PLACED AS SHOWN IN THE REMAINING PORTION.

1' TO 2'

OR
OR

INTERCHANGE



PCC SHOULDER

FOR SHORT PAVEMENT CONNECTIONS TO FLEXIBLE SURFACED ROADS THE JOINTS MAY BE ELIMINATED

15'-0" *
OR
OR

PCC SHOULDER

15'-0" *
OR
OR

THEORETICAL TAPER CONCRETE MAY BE OMITTED

15'-0" *
OR
OR

TAPER TREATMENT

SEE TAPER TREATMENT DRAWING

15'-0" *
OR
OR

END OF CONSTRUCTION

15'-0" *
OR
OR

3" JT. FILLER

BRIDGE APPROACH SLAB (SEE BRIDGE PLANS)

20'-0" *
OR
OR

MATCH LINE

BRIDGE

20'-0" *
OR
OR

3" JT. FILLER

BRIDGE APPROACH SLAB (SEE BRIDGE PLANS)

20'-0" *
OR
OR

MATCH LINE

BRIDGE

20'-0" *
OR
OR

3" JT. FILLER

BRIDGE APPROACH SLAB (SEE BRIDGE PLANS)

20'-0" *
OR
OR

MATCH LINE

BRIDGE

20'-0" *
OR
OR

3" JT. FILLER

BRIDGE APPROACH SLAB (SEE BRIDGE PLANS)

20'-0" *
OR
OR

MATCH LINE

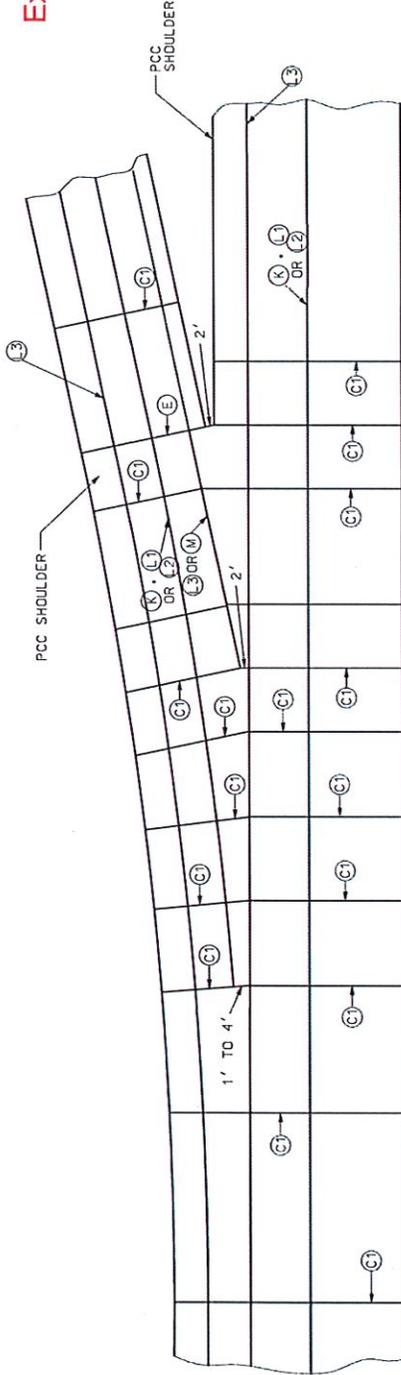
BRIDGE

20'-0" *
OR
OR

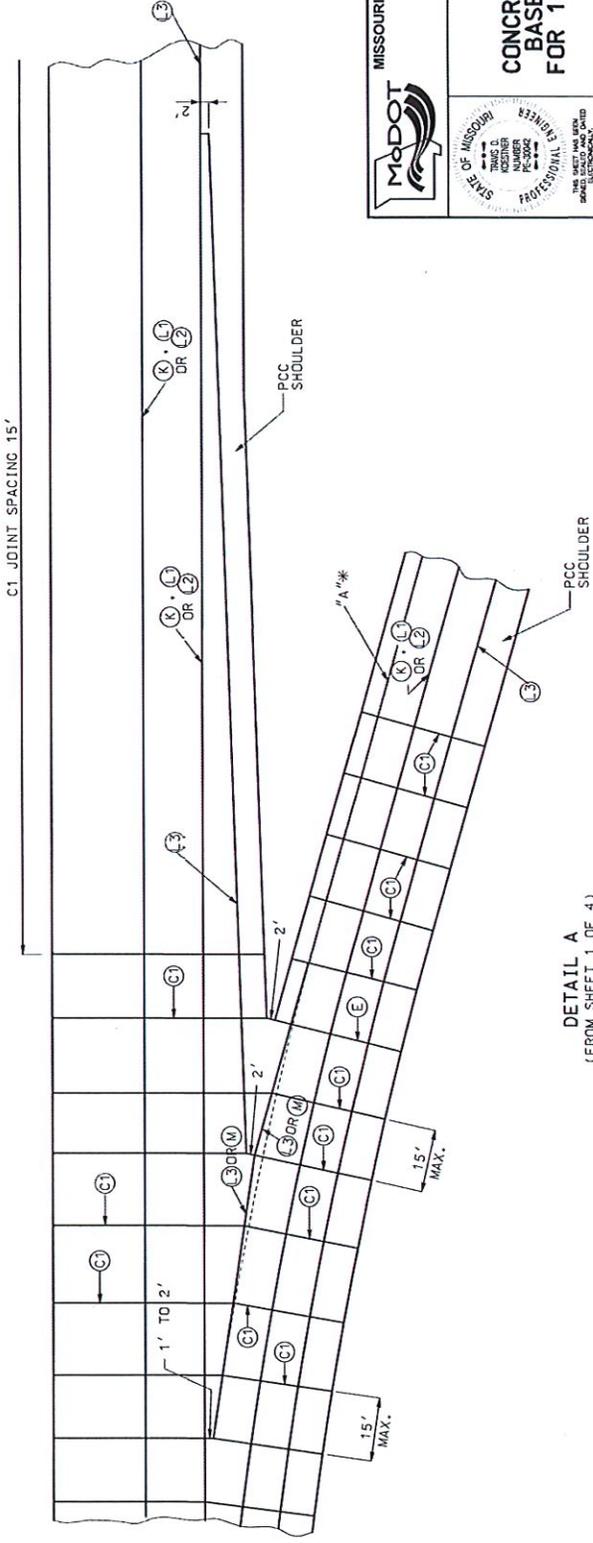
OR
OR

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

Exhibit B



DETAIL B
(FROM SHEET 1 OF 4)



DETAIL A
(FROM SHEET 1 OF 4)

C1 JOINT SPACING 15'



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 105 WEST CAPITOL
 JEFFERSON CITY, MO 64501
 1-888-ASK-MISSOURI (1-888-275-6636)

CONCRETE PAVEMENT AND BASE APPURTENANCES FOR 15' JOINT SPACING

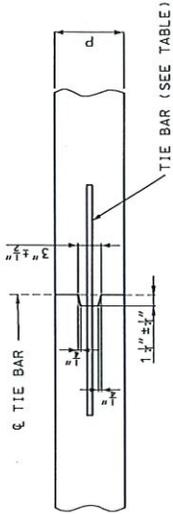
DATE EFFECTIVE: 01/01/2020
 DATE PREPARED: 07/17/2018

SHEET NO. 2 OF 4

502.05P

STATE OF MISSOURI
 TRAVIS D. HARRIS
 REGISTERED PROFESSIONAL ENGINEER
 NUMBER PE-30622
 THIS SHEET HAS BEEN ELECTRONICALLY SEALED

Exhibit B



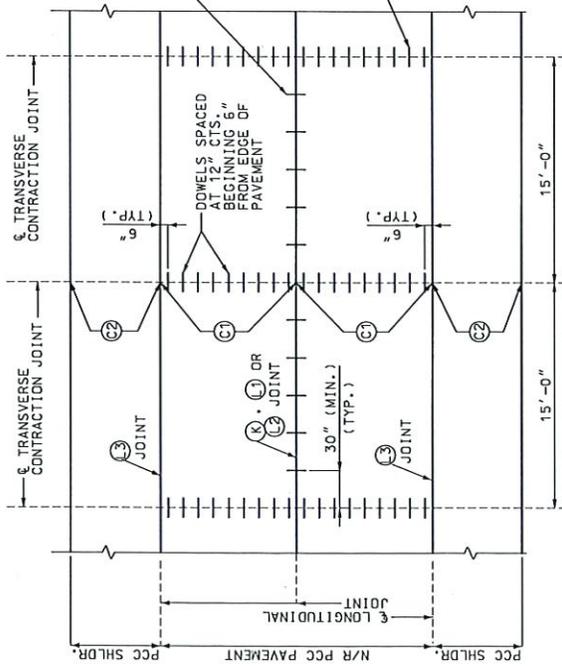
IF METAL IS USED TO FORM KEY DISCONTINUE STRIP FOR DISCONTINUITY OF APPROXIMATELY 3" EACH SIDE OF TRANSVERSE JOINT.

TYPE (K) REQUIRES TIE BAR.

TYPE (M) CONSTRUCTED WITHOUT TIE BARS.

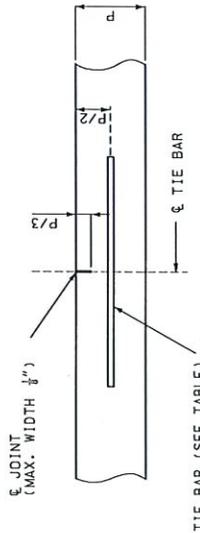
(K) AND (M) JOINTS SHALL NOT BE SAWED.

TONGUE AND GROOVE JOINTS (K) AND (M)



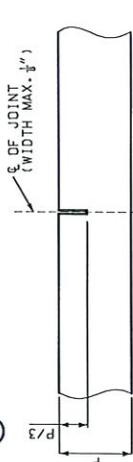
JOINT PLAN AND SPACING FOR CONTRACTION JOINTS (1)

(1) LONGITUDINAL JOINT NOT REQUIRED AT INSIDE SHOULDER ON DIVIDED HIGHWAYS OR AT INSIDE SHOULDER OF RAMP FOR 4' OR LESS INSIDE SHOULDERS. DOWELS ARE REQUIRED FOR THE FIRST TWO FEET ADJACENT TO THE TRAVEL LANE.



LONGITUDINAL JOINT (L)

TIE BAR AND DOWEL TABLE			
PCCP THICKNESS (P)	DOWEL SIZE	TIE BAR SIZE	TIE BAR SPACING
LESS THAN 7"	NONE	#5X30"	30" CTR.-CTR.
7" TO 10"	1 1/2"X18"	#5X30"	30" CTR.-CTR.
GREATER THAN 10"	1 1/2"X18"	#6X40"	30" CTR.-CTR.



TRANSVERSE CONTRACTION JOINT (C2)



LONGITUDINAL CONSTRUCTION JOINT FOR SHOULDER AND APPROACHES (L3)

S = SHOULDER THICKNESS
A = APPROACH THICKNESS

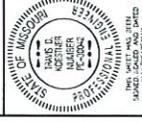
GENERAL NOTES:

THE FINAL POSITION OF ALL DOWELS AND TIE BARS SHALL BE PERPENDICULAR TO THE PLANE OF THE JOINT AND PARALLEL TO THE SURFACE OF THE PAVEMENT AND PARALLEL TO EACH OTHER.

(C3) JOINT FOR FULL DEPTH OR PARTIAL DEPTH SHOULDERS.



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-454-MDOT (1-888-273-6656)



CONCRETE PAVEMENT AND BASE APPURTENANCES FOR 15' JOINT SPACING

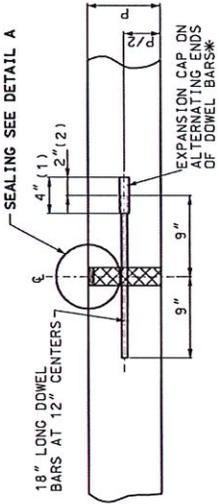
DATE EFFECTIVE: 10/01/2020
DATE PREPARED: 7/27/2020
SHEET NO. 3 OF 4
502.05P

LONGITUDINAL CONSTRUCTION JOINT (L2)

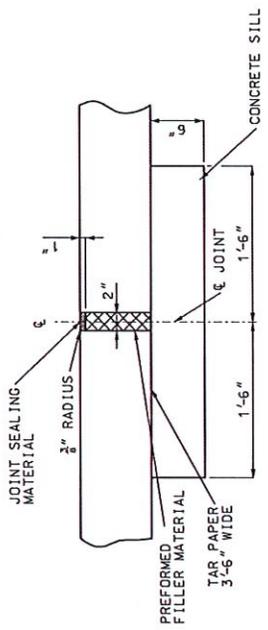
- (1) LENGTH OF CAP
- (2) GAP BETWEEN END OF CAP AND DOWEL.

* FOR EXPANSION JOINTS FORMED USING A CONCRETE PUMP, THE EXPANSION CAPS SHALL BE INSTALLED ON THE EXPOSED END OF EACH BAR ONCE THE HEADER HAS BEEN REMOVED AND THE JOINT FILLER MATERIAL HAS BEEN INSTALLED.

Exhibit B

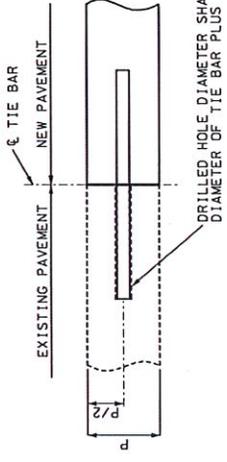


EXPANSION JOINTS (E)



SILL SHALL EXTEND 18" BEYOND EACH EDGE OF THE PAVEMENT AND SHALL BE CONSTRUCTED OF CONCRETE REGARDLESS OF ADJACENT BASE MATERIAL.

ALTERNATE EXPANSION JOINTS (E)
(CONTRACTOR MAY SELECT EITHER EXPANSION JOINT (E))

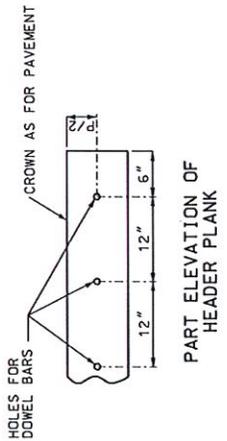


TIE BARS SHALL BE EPOXY COATED, DEFORMED REINFORCING BARS MEETING THE REQUIREMENTS OF SECTIONS 710 AND 1057.

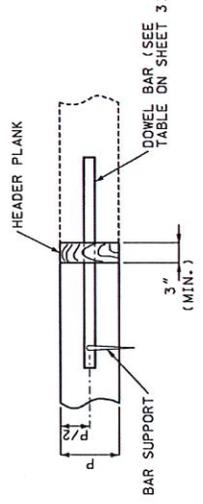
BONDING FOR TIE BARS SHALL BE EPOXY OR POLYESTER BONDING AGENTS AS SPECIFIED IN SECTION 1039.

TIE BAR SIZE AND LENGTH SHALL BE BASED ON THE THICKNESS OF THE THINNER PAVEMENT OR SHOULDER TO BE TIED TOGETHER.

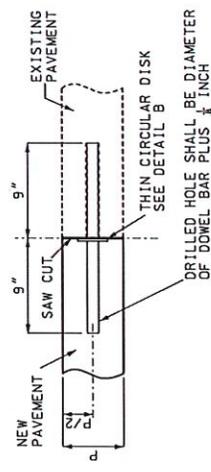
LONGITUDINAL CONSTRUCTION JOINT (L)
(EXISTING PAVEMENT)



PART ELEVATION OF HEADER PLANK



HEADER SECTION



SAWED SECTION

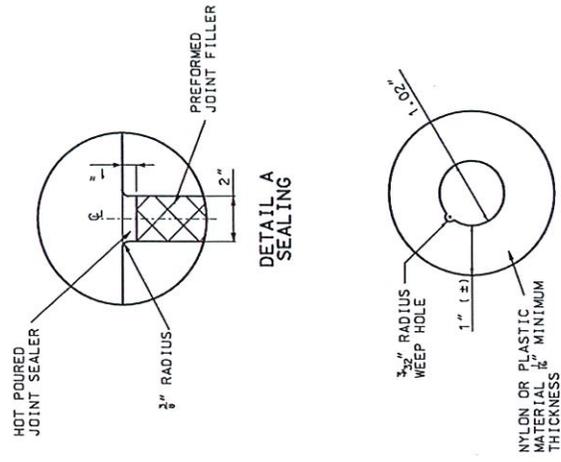
THE HEADER BOARD SHALL BE SUFFICIENTLY RIGID TO PREVENT CURVATURE FROM THE JOINT LOCATION AND MAINTAIN A STRAIGHT LINE FROM PAVEMENT EDGE TO PAVEMENT EDGE.

THE CONSTRUCTION JOINT MAY BE SAWED FULL DEPTH. HOLES FOR DOWEL BARS SHALL BE DRILLED AFTER THE CONCRETE HAS SUFFICIENT SET TO PREVENT DAMAGE. DOWEL BARS SHALL BE BONDED INTO THE HOLES.

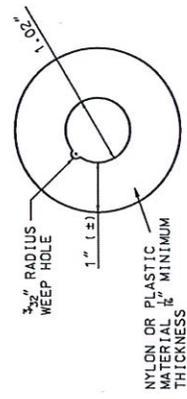
BONDING FOR DOWEL BARS SHALL BE EPOXY OR POLYESTER BONDING AGENTS AS SPECIFIED IN SECTION 1039.

THE PORTION OF THE DOWEL OUTSIDE THE HOLE SHALL BE COATED WITH AN APPROVED LUBRICANT.

CONSTRUCTION JOINT (C)



DETAIL A SEALING



DETAIL B THIN CIRCULAR DISK

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

101 EAST WASHINGTON
JEFFERSON CITY, MISSOURI 64102
1-888-ASK-MDOT (1-888-275-6636)

CONCRETE PAVEMENT AND BASE APPURTENANCES FOR 15' JOINT SPACING

DATE EFFECTIVE: 01/01/2020

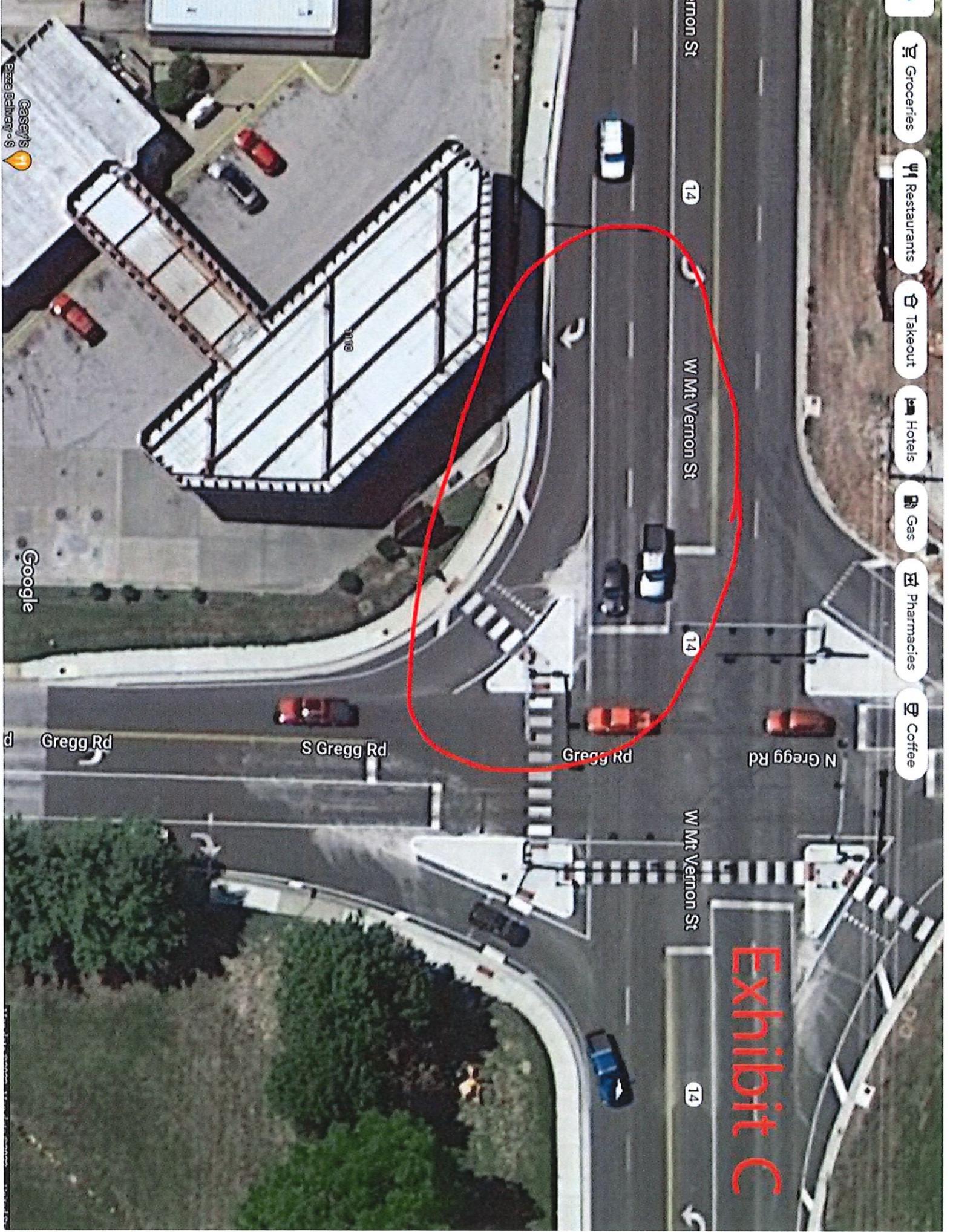
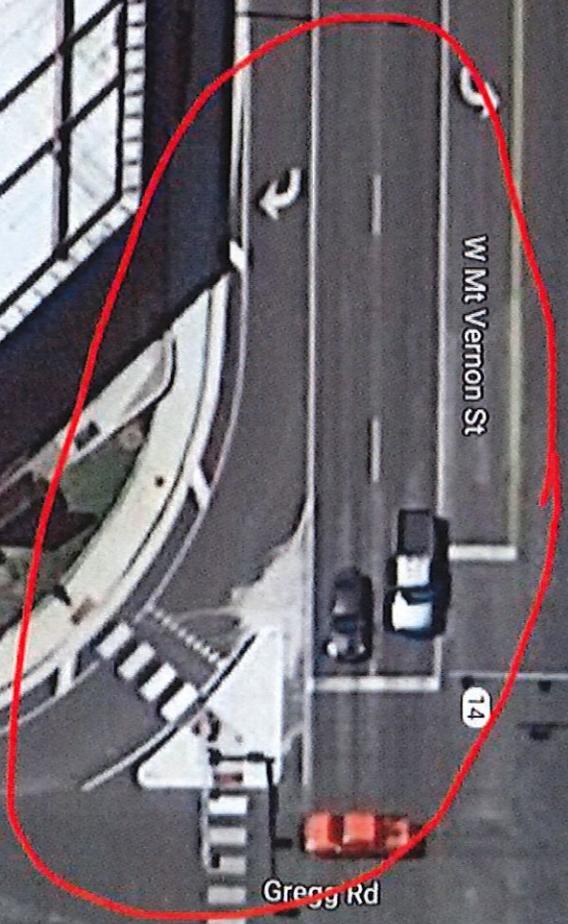
DATE PREPARED: 10/17/2019

502.05P

SHEET NO. 4 OF 4

- Groceries
- Restaurants
- Takeout
- Hotels
- Gas
- Pharmacies
- Coffee

Exhibit C



Cassey's
Pizza Delivery 0.8

Google

W Mt Vernon St

14

W Mt Vernon St

14

W Mt Vernon St

14

Gregg Rd

S Gregg Rd

Gregg Rd

N Gregg Rd



RFB-049 -2022/Street-Water

Road Repair-Hwy 14 & Gregg Rd.

Issue Date: 8/19/2022

Questions Deadline: 9/5/2022 12:00 PM (CT)

Response Deadline: 9/9/2022 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
715 W. Mt. Vernon Street
PO Box 395
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Event Information

Number: RFB-049 -2022/Street-Water
Title: Road Repair-Hwy 14 & Gregg Rd.
Type: Request for Bid
Issue Date: 8/19/2022
Question Deadline: 9/5/2022 12:00 PM (CT)
Response Deadline: 9/9/2022 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Bid for the road repair to be done on Highway 14 at Gregg Rd.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors.

Paper bids will still be accepted. All bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714

The City of Nixa reserves the right to accept or refuse any or all bids.

Ship To Information

Contact: Jeff Roussell
Address: Street
Public Works
1111 W Kathryn St
Nixa, MO 65714
Phone: (417) 725-2353

Bid Attachments

Hwy 14 & Gregg Repair.pdf

Scope of Work

[View Online](#)

Bid_and_Performance_Bond_Security (2).pdf

Bid Bond and Performance Bond Information

[View Online](#)

29_WO022.pdf

Prevailing Wage Order

[View Online](#)

Sample-General Construction Contract 2022.docx

Sample Contract

[View Online](#)

Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

Vendor Application Form.pdf

Vendor Application Form

[View Online](#)

W-9.pdf

W-9

[View Online](#)

Requested Attachments

Bid Bond

(Attachment required)

Please upload Bid Bond information here.

E-Verify

(Attachment required)

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

Other Attachment

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

No Response Form

Please download the "No Response Form", located on the Attachment tab. Complete the document and upload it here.

Vendor Application Form/W-9

If you have never done business with the City of Nixa, or if it has been over a year since any business was completed, please download the Vendor Application and W-9 forms from the "Attachments tab" and upload the completed forms here.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 RFB Submission Response

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. Manual submission shall consist of one (1) original hard copy and one (1) electronic flash drive. For any questions, please contact the Purchasing Department at 417.449.0555.

3 Bid Opening

Any bid received later than the specified time shall be disqualified.

Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

4 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

Vendor Application Form.pdf

Vendor Application Form

[View Online](#)

W-9.pdf

W-9

[View Online](#)

Requested Attachments

Bid Bond

(Attachment required)

Please upload Bid Bond information here.

E-Verify

(Attachment required)

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

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4	Attachments Required <p>Be sure to upload all required documents and forms to the "Response Attachments" Tab.</p>

5 Scope of Work
Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.
 I acknowledge.
(Required: Check if applicable)

6 Prevailing Wage Order
Download the Prevailing Wage Order, located on the "Attachments" tab. If the threshold is met for this project, please indicate below that you agree to follow all requirements which pertain to the Wage Order. Thoroughly review the document and indicate below.
 I have downloaded, read and agree to comply.
(Required: Check if applicable)

7 Bid Bond Requirements
Download the Bid and Performance Bond requirement, located on the "Attachments" tab. Thoroughly review and indicate below.
 I acknowledge.
(Required: Check if applicable)

8 Sample Contract
Download the Sample Contract, located on the "Attachments" tab. If there are any changes you like to be made or addressed, please let us know at this time. Thoroughly review, upload any changes to the "Response Attachments-Additional Documentation". Indicate below you have read and understand the Sample Contract will be used unless other terms have been agreed to prior to Bid Award.
 I have downloaded, read and agree.
(Required: Check if applicable)

9 No Deviations or Exceptions
I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.
 Agree - No Deviations Do Not Agree - Please see below
(Required: Check only one)

10 Deviations and Exceptions
If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The City will consider any deviations or exceptions in its bid award decisions. The City reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

(Required: Maximum 4000 characters allowed)

1 Anti-Collusion Statement

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I agree.
(Required: Check if applicable)

Bid Lines

1 Please indicate your total cost to complete this project.
(Response required)

UOM: Total cost of Service Price: \$127,000 Total: \$127,000

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Item Attributes

1. Completion Timeframe

The City would like to have the project completed within 45 days after the Notice to Proceed has been issued. Please indicate below with a Yes or No, if this is possible. If the answer is no, please indicate the projected timeline for completion.

(Required: Maximum 50 characters allowed)

Supplier Information

Company Name: Conco - Concrete Food Runner
Contact Name: Jim Wynn Signage & Stamping
Address: Matt Boyd
880-3667
Keams Construction Concrete Sub 224 1190
Phone: 417 860 3071
Fax: _____
Email: _____

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFB shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

STEVE EOFF
Print Name

Steve Eoff
Signature

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now STEVE E. OFF (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm D & E Plumbing & Heating, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that D & E Plumbing & Heating, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Steve E. Off STEVE E. OFF
Authorized Representative's Signature Printed Name
President 9-9-22
Title Date
DEPLBG@1@yahoo.com 177139
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this 9 (DAY) of September (MONTH, YEAR). I am
commissioned as a notary public within the County of Christian (NAME OF COUNTY), State of
Missouri (NAME OF STATE), and my commission expires on 3/14/2025 (DATE).

Deborah K. Turner 9/9/22
Signature of Notary Date



(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that D+E Plumbing & Heating Inc (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

STEVE E. OFF
Authorized Business Entity Representative's Name (Please Print)

Steve E. Off
Authorized Business Entity Representative's Signature

D+E Plumbing & Heating Inc
Business Entity Name

9-9-22
Date

DEPLBG@1@yahoo.com
E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Company ID Number: 177139

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and D & E Plumbing & Heating, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 177139

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **D & E Plumbing & Heating, Inc.**

Steve W Eoff

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/07/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/07/2009

Date

Bid Date: 09/09/22

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____
D & E Plumbing & Heating, Inc.
1112 N Falcon Crest Court, Nixa, MO 65714
(Here insert full name and address or legal title of Contractor)

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

_____ P.O. Box 3967 Peoria, IL 61612
a corporation duly organized under the laws of the State of _____ Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
The City of Nixa, Missouri
(Here insert full name and address or legal title of Owner)
715 W Mt Vernon St., Nixa, MO 65714

as Obligee, hereinafter called the Obligee, in the sum of _____
Five (5%) Percent of the 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 _____
(Here insert full name and address and description of project)
Road Repair - Highway 14 at Gregg Road

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 contact 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 9th day of September, 2022.

_____ { _____
D & E Plumbing & Heating, Inc.
1112 N Falcon Crest Court, Nixa, MO 65714
(Principal) (Seal)

_____ { _____
RLI Insurance Company
(Surety) (Seal)
Emily Berg Attorney in Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Luke Nixon, Roger Lindstrom, Aaron Sharpe, Greg Lindstrom, Mark Gambon, Kellie Sansom, Emily Berg, Sheryl C. Amos, Jared Ballard, jointly or severally

in the City of Springfield, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of May, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 9th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 9th day of September, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 022

CHRISTIAN COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CHRISTIAN County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$22.25*
Boilermaker	\$22.25*
Bricklayer	\$52.13
Carpenter	\$45.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.16
Plasterer	
Communications Technician	\$22.25*
Electrician (Inside Wireman)	\$45.37
Electrician Outside Lineman	\$22.25*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$22.25*
Glazier	\$22.25*
Ironworker	\$63.58
Laborer	\$37.51
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$22.25*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$45.54
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$22.25*
Plumber	\$51.63
Pipe Fitter	
Roofer	\$22.25*
Sheet Metal Worker	\$22.25*
Sprinkler Fitter	\$22.25*
Truck Driver	\$22.25*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$22.25*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$22.25*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.22
General Laborer	
Skilled Laborer	
Operating Engineer	\$48.56
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$41.03
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.