

RE: NORTHVIEW RD ROUNDABOUT EXPANSION AND NORTHVIEW RD EXPANSION AT OLD WILDERNESS

Background:

Because of development, increased traffic flow, and the need to continue addressing connectivity in the community, two projects were added to the Street Department CIP list. Project A, the expansion of the roundabout at Gregg Rd and Northview Rd. and Project B, the expansion of Northview Rd at Old Wilderness westward approximately 350 feet, as well as new sidewalk connecting Northview sidewalks to its current terminus on Old Wilderness.

Due to the close proximity, and in order to receive the best possible bid prices, these projects were bid on in conjunction with a combined budget of \$835,804.00. Blevins Asphalt Construction Company, Inc; the only bidder, has submitted a construction bid price of \$734,083.53.

Analysis:

Following the 2021 – 2025 Strategic Plan, Community Safety; Action plans #6 & #8 and Reliable Infrastructure; Action Plans #1 & #2, would all be addressed with added sidewalks, improved roadways, intersection enhancements, and traffic calming devices to encourage speed compliance.

Recommendation:

It is staff's recommendation that Council pass this Resolution allowing the City Administrator to enter into the agreement, awarding Blevins Asphalt Construction Company, Inc. the project for \$734,083.53.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

RESOLUTION NO. 2023-25

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH BLEVINS ASPHALT**
3 **CONSTRUCTION COMPANY, INC. FOR THE EXPANSION OF THE ROUNDABOUT**
4 **AT THE INTERSECTION OF GREGG ROAD AND NORTHVIEW ROAD AND FOR THE**
5 **EXPANSION OF A PORTION OF NORTHVIEW ROAD.**

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7
8 **WHEREAS** City Council, by passage of Resolution No. 2022-123, adopted the
9 2023-2027 Capital Improvement Program ("CIP"); and

10
11 **WHEREAS** included in the CIP are two projects, Project ST2021-07 and Project
12 2022-010; and

13
14 **WHEREAS** Project ST2021-07 involves the expansion of a portion of Northview
15 Road generally located between Old Wilderness and a point ending approximately 350
16 feet west; and

17
18 **WHEREAS** Project ST2021-07 also includes the construction of new sidewalk
19 which will connect the current Northview Road sidewalk to Old Wilderness; and

20
21 **WHEREAS** Project 2022-010 involves the expansion of the roundabout generally
22 located at the intersection of Gregg Road and Northview Road; and

23
24 **WHEREAS** City staff have combined both Projects, due to their proximity and
25 solicited proposals for the combined Projects; and

26
27 **WHEREAS** City staff, pursuant to the City's adopted purchasing procedures
28 (Resolution 2019-113), as amended, have solicited bids from qualified firms for the
29 combined Project; and

30
31 **WHEREAS** after reviewing all submitted bids, City staff has determined that
32 Blevins Asphalt Construction Company, Inc. ("Contractor") provided the best bid for the
33 Project; and

34
35 **WHEREAS** City Council desires to authorize the execution of the Contract,
36 attached hereto as "Resolution Exhibit A," for the purpose described therein.

37
38 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
39 **NIXA, AS FOLLOWS, THAT:**

40
41 **SECTION 1:** City Council hereby accepts the bid of the Contractor for the Project
42 at the price and sum of \$734,083.53. The City Administrator, or designee, is hereby
43 authorized and directed to enter into a contract with the Contractor. Said contract to be in
44 substantially similar form as the document attached hereto, and incorporated herein by
45 this reference, as "Resolution Exhibit A."

RESOLUTION NO. 2023-25

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

SECTION 3: If applicable, all workers performing work under the contract authorized by this Resolution 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. The Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law, if applicable. If applicable, contractors and any subcontractor performing work under this contract must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

SECTION 4: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 8th DAY OF May, 2023.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2023.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

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:
(x) NEW CONTRACT () 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 Email: jroussell@nixa.com Attn: Jeff Roussell Dept: Street		Name: Blevins Asphalt Construction Co., Inc. Phone: (417) 466-3758 Email: scrabtree@blevinsasphalt.com Attn: Scott Crabtree

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 public bid opening solicitation process, referenced as NORTHVIEW ROAD & GREGG ROAD ROUNDABOUT (CIP#ST 2021-07) (PROJECT A) AND NORTHVIEW ROAD IMPROVEMENTS (CIP #ST 2022-10) (PROJECT B) 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 on or before August 18, 2023 for Project A and on or before November 1, 2023 for Project B.

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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) 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 \$734,083.53 (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. Road Closures. The Contractor will be allowed to close Northview Road to all traffic (except for providing a private entrance to Fox Terrace Drive) for 30 consecutive days. The Contractor shall give 2 weeks prior notice of closure to the City of Nixa so the public may be notified.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 or 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 **Seven Hundred and Thirty Four Thousand Eighty-Three Dollars and Fifty Three Cents (\$734,083.53)** unless specifically and mutually agreed to in writing by both the City and the Contractor.

14. 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 Response
- 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. 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.

21. 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.

22. 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 constructions 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).

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

Scott Crabtree

Scott Crabtree
Printed Name

VP
Title

Date: *4-25-23*

ATTEST:

Angel Mshaw

Angel Mshaw
Printed Name

VP of Finance
Title

Scope of Work

Northview Road Improvements

The Scope of Work for this project is to complete road projects, located at Gregg and Northview Road, and along West Northview Rd.

Specifications for the project are as follows:

Project A: Occurs at the intersection of Gregg Road and Northview Road and includes: asphalt paving, grading, removals, concrete driveways, concrete sidewalks, erosion control, traffic control, seeding & mulching, precast storm box, and pavement markings.

Project B: Occurs west of the intersection of U.S. Highway 160 and Northview Road starting at Old Wilderness Road and running approximately 350 feet west along Northview Road and includes: asphalt paving, grading, removals, concrete driveways, concrete sidewalks, erosion control, traffic control, seeding & mulching, precast storm box, and pavement markings.

Additional project details are specified with the bid documents, labeled Exhibit B.

ADDENDUM #1
PROJECT A – NORTHVIEW ROAD IMPROVEMENTS
PROJECT B – NORTHVIEW ROAD & GREGG ROAD ROUNDABOUT
CITY OF NIXA, MISSOURI
April 14, 2023

This addendum #1 hereby modifies the Contract Documents including the plans and specifications for the above referenced project as follows:

A. CONTRACT DOCUMENTS

1. JSP. The Engineers Seal has been signed and dated by J. Clayton M. Hines, P.E. The signature and date were inadvertently left off of the JSP when initially issued to bid. No other items of the JSP are changed with this Addendum #1.

B. CONSTRUCTION PLANS

1. None.

Each Contractor submitting a bid-shall acknowledge receipt of this Addendum in the space provided below and shall file with and attach to his/her bid.

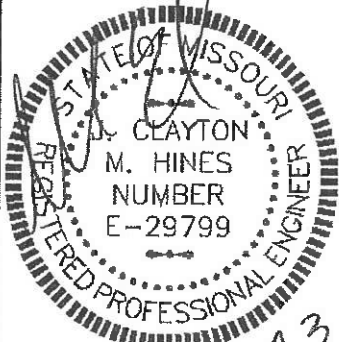

BIDDER'S SIGNATURE

DATE: 4-14-23

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Work Zone Traffic Management Plan JSP-02-06A
- B. Project Contact for Contractor/Bidder Questions
- C. Emergency Provisions and Incident Management JSP-90-11
- D. Utilities JSP-93-26C
- E. ADA Compliance
- F. Removal of Improvements
- G. Shop Drawing Submittals
- H. Stormwater Compliance Requirements
- I. Mobilization
- J. Survey and Staking

 4-14-23	CITY OF NIXA, MISSOURI P.O. Box 395 715 W. Mt. Vernon Street Nixa, MO 65714 Phone (417) 725-3785
	Shaffer & Hines, Inc P.O. Box 493 Nixa, MO 65714 Certificate of Authority: 001665 Consultant's Phone: 417-725-4663
	PROJECT: Project A - Northview Road Improvements, Project B – Northview Road & Gregg Road Roundabout ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

A. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

- 1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

- 2.1** Traffic management schedules shall be submitted to the City for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.
- 2.2** The contractor shall notify the City prior to road closures, lane closures or shifting traffic onto detours.
- 2.3** The City shall be notified as soon as practical of any postponement due to weather, material, or other circumstances.
- 2.4** Access for area businesses and residences, emergency vehicles, and mail delivery must be maintained at all times. In the event that a driveway becomes inaccessible, the contractor shall give at least 72 hours' notice prior to closure, shall make every effort to minimize the closure, and provide an alternative driveway for access to the area properties. In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.
- 2.5** Contractor shall provide access to Fox Terrace Drive, including a temporary access road, as necessary, at all times.

B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Name: Clayton Hines, P.E.

Address: 731 West Mt. Vernon, Nixa, Missouri 65714

Phone Number: (417) 725-4663

Email Address: chines@shafferhines.com

C. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

- 1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the

contractor requests emergency assistance.

Doug Colvin – City of Nixa, Public Works Director (417) 725-2353
Clayton Hines – Shaffer & Hines, Inc., Engineer of Record (417) 725-4663

- 2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol (417) 895-6868		
Nixa Fire Protection District	City of Nixa	City of Nixa/Christian County
Fire: (417) 725-4025	Police: (417) 725-2510	Emergency Management: (417) 581-2161

- 2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.
- 2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.
- 3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials, or time required to fulfill the above provisions.

D. UTILITIES JSP-93-26C

- 1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
AT&T Outside Plant Construction & Engineering Scott M Hall, 417-849-8265	Project B Telephone Pedestal Relocate
Spire Energy Jay Riddle, 417-772-4676	None
City of Nixa – Water Jason Stutesmun, 417-725-2353	None
ALTICE Technical Services (Suddenlink) Tim King, 417-389-9682	None
Liberty Utilities – Electric Roger Kaughman, 417-317-4016	None
City of Nixa Electric Department Brian Denny, 417-725-2353	None

- 1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the City at this time. This information is provided by the City “as-is” and the City expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the City shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.
- 1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor’s coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor’s sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

- 1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors' operation. The contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or its subcontractor's operation.

E. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

- 1.0 **Description.** The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.
- 2.0 **ADA Checklist.** The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

- 2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the City's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.
- 2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors, or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.
- 3.0 **Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the City at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the City. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the City.

- 3.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.
- 4.0 **Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the City.
- 4.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

F. REMOVAL OF IMPROVEMENTS

1.0 Description: This item includes all removals, relocations, adjustments, and disposal in accordance with federal, state and local laws that are not itemized. This item also includes private irrigation systems and other private utilities and any other non-specified incidental removals are to be included in the price for this item. This item will include any and all mailbox relocations, sign relocations, miscellaneous base relocations and any other required removals, relocations and adjustments that are not itemized for bid.

G. SHOP DRAWING SUBMITTALS

1.0 Description. Any and all materials needed for the project that require additional review from the engineer and/or require purchase from an outside source for use on the project (example: benches), shop drawings showing the specifications and details of the material shall be submitted to the engineer for review prior to installation.

H. STORMWATER COMPLIANCE REQUIREMENTS

- 1.0 **Description.** The City of Nixa's BMP Inspection Form can be found in the Contract Forms section.

I. MOBILIZATION

1.0 SCOPE

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

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

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

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

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Mobilization" will be at the contract lump sum price in accordance with the following schedule. Each partial payment will be the lesser of either 25 percent of the remaining contract lump sum price for the item of mobilization or 2.5 percent of the original contract price. The term "original contract price" will be construed as the total dollar value of the construction items of the original contract.

2.1 The first partial payment will be made when five percent of the original contract amount is earned.

2.2 The second partial payment will be made when ten percent of the original contract amount is earned.

2.3 The third partial payment will be made when 25 percent of the original contract amount is earned.

2.4 The fourth partial payment will be made when 50 percent of the original contract amount is earned.

2.5 When the engineer has accepted the contract for maintenance, any amount bid for mobilization exceeding ten percent of the original contract price, will be paid.

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

J. SURVEY AND STAKING

- 1.0 Description.** Construction staking will be provided by the Engineer under the existing contract with the City of Nixa.

City of Nixa, MO
1111 W. Kathryn Street
Nixa, MO 65714

REQUEST FOR BID

BID OF

Bidder Name Blevins Asphalt Const. Co., Inc.

Bidder Address PO Box 230 Mt. Vernon, Mo. 65712

FOR

PROJECT A
NORTHVIEW ROAD & GREGG ROAD ROUNDABOUT
(CIP#ST 2021-07)

PROJECT B
NORTHVIEW ROAD IMPROVEMENTS
(CIP #ST 2022-10)

Nixa, Christian County, MO

ADVERTISEMENT
FOR

PROJECT A
NORTHVIEW ROAD & GREGG ROAD ROUNDABOUT

PROJECT B
NORTHVIEW ROAD IMPROVEMENTS

Notice to Contractors

Sealed bids for Project A – Northview Road & Gregg Road Roundabout and Project B - Northview Road Improvements, will be received at: City of Nixa – Public Works, 1111 W. Kathryn Street, Nixa, Missouri, 65714 until 10:00 AM (Central Daylight Saving Time) on the Tuesday, April 18, 2023, and at that time will be publicly opened and read. The envelopes containing the bids must be sealed, addressed to the City of Nixa, Public Works, 1111 W. Kathryn Street, Nixa, Missouri and designated as bid for **PROJECT A-NORTHVIEW ROAD & GREGG ROAD ROUNDABOUT** and **PROJECT B-NORTHVIEW ROAD IMPROVEMENTS**.

Project A, hereinafter called the work, occurs at the intersection of Gregg Road and Northview Road and includes: asphalt paving, grading, removals, concrete driveways, concrete sidewalks, erosion control, traffic control, seeding & mulching, precast storm box, and pavement markings. Project B, herein called the work, occurs west of the intersection of U.S. Highway 160 and Northview Road starting at Old Wilderness Road and running approximately 350 feet west along Northview Road and includes: asphalt paving, grading, removals, concrete driveways, concrete sidewalks, erosion control, traffic control, seeding & mulching, precast storm box, and pavement markings.

It is intended that one contract will be entered into by the City of Nixa. The lowest responsive, responsible combined total base bid for Projects A and B indicated above shall be the basis for the establishment of the apparent low bidder.

PLEASE NOTE: Project drawings, specifications and related bidding documents are available on-line at www.nixa.com. If you have difficulty obtaining these documents please contact the City's purchasing office at (417) 449-0555.

The Owner reserves the right to reject any or all bids.

Each bidder shall file with his bid a bidder's bond for 5 percent of the total amount of the base bid made payable to the City of Nixa, hereinafter referred to as the Owner.

The bidder to whom a contract is awarded will be required to furnish a performance bond and a payment bond.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations state wage rate.

The City of Nixa hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement by businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Contractors and sub-contractors who sign a contract to work on these 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) calendar days of beginning work on the construction project.

NOTICE TO CONTRACTORS

Sealed bids, addressed to the City of Nixa – Public Works, 1111 W. Kathryn Street, Nixa, Missouri for the proposed work will be received by the City of Nixa, Missouri until 10:00 AM (Central Daylight Saving Time) on April 18, 2023, at City of Nixa Public Works, 1111 W. Kathryn Street Nixa, Missouri 65714 and at that time will be publicly opened. Bids should be delivered to: 1111 W. Kathryn Street, Nixa, Missouri 65714.

(1) **PROPOSED WORK:** Project A, hereinafter called the work, occurs at the intersection of Gregg Road and Northview Road and includes: asphalt paving, grading, removals, concrete driveways, concrete sidewalks, erosion control, traffic control, seeding & mulching, precast storm box, and pavement markings. Project B, herein called the work, occurs west of the intersection of U.S. Highway 160 and Northview Road starting at Old Wilderness Road and running approximately 350 feet west along Northview Road and includes: asphalt paving, grading, removals, concrete driveways, concrete sidewalks, erosion control, traffic control, seeding & mulching, precast storm box, and pavement markings.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the City of Nixa's Standard Technical Specifications and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the City of Nixa's Technical Specifications, unless otherwise noted. Specifications are available on-line at nixa.com. Project A and Project B drawings, specifications and related bidding documents are available on-line at www.nixa.com. If you have difficulty obtaining these documents, please contact the City's purchasing office at (417) 449-0555.

These Specifications have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work on or before the dates specified as follows:

Project A – August 18, 2023

Project B – November 1, 2023

The Contractor will be allowed to close Northview Road to all traffic (except for providing a private entrance to Fox Terrace Drive) for 30 consecutive days. The Contractor shall give 2 weeks prior notice of closure to the City of Nixa so the public may be notified.

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$500.00.

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of the City of Nixa. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid.

- ☐ Paper Bid Bond
- ☐ Cashier's Check

(6) **ANTIDISCRIMINATION:** The City of Nixa hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, which is a business owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this Advertisement

for Bids and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(7) **PREVAILING WAGE (STATE):** This contract requires payment of the prevailing hourly rate of wages as determined by the Missouri Department of Labor and Industrial Relations. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 29", that is attached to this bidding document.

The Wage Determination has important legal consequences. It shall be conclusively presumed that it is in the bidder's possession, and it has been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(8) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the City of Nixa as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with the Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

Information regarding E-Verify is available at:

E-Verify Contact information:

Website: <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify>

Phone: 888-464-4218

Email: e-verify@dhs.gov

If you have any questions, please contact the City's purchasing department at 417-449-0555.

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(9) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(10) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(11) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder)

they are the agent of, and they are signing and executing this, as the bid of

**Belevins Asphalt
Construction Co., Inc.**

_____, which is the correct LEGAL NAME OF THE BIDDER.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint ventures (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Mo

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 17 day of April 2023

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.



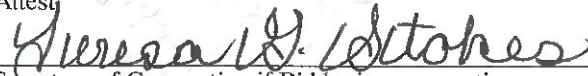
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Adam C. Boswell

print or type name and title of person signing here

Please

Attest



Secretary of Corporation if Bidder is a corporation

Affix Corporate Seal (If Bidder is a corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the City of Nixa.

(12) **PROJECT AWARD:** It is intended that one contract will be entered into by the City of Nixa. The lowest responsive, responsible combined total base bid for project A and B shall be the basis for the establishment of the apparent low bidder.

This project will be awarded to the lowest, responsive, responsible bidder. The City reserves the right to accept or reject any or all bids and to waive any irregularities.

(13) **SALES AND USE TAX EXEMPTION:** The City of Nixa, a tax-exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RS Mo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax-exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(14) **CONTRACTOR'S INSURANCE:**

The Contractor shall procure and maintain insurance at its own cost and expense, throughout the duration of the Contract. This insurance shall remain in full force until the work is completed and accepted by the City of Nixa. The insurance shall be of such types and in such amounts as may be necessary to protect the Contractor/Bidder and the interest of the City of Nixa against all hazards or risks of loss as specified by the City.

INSURANCE REQUIREMENTS:

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

The minimum coverage for the insurance referred to herein shall be as set out below:

- a. Workers' Compensation.....Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00
- b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight Dollars and No Cents (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty One Thousand One Hundred Thirty Dollars and No Cents (\$441,130.00) 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.
- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight Dollars and No Cents (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty One Thousand One Hundred Thirty Dollars and No Cents (\$441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.
- d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight Dollars and No Cents (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty One Thousand One Hundred Thirty Dollars and No Cents (\$441,130.00) 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;
 - (2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
- e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Nixa.
 - f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Nixa through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

ITEMIZED BID: The bidder shall complete the following section. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

ITEMIZED BID SHEETS

THE UNDERSIGNED hereby proposes to furnish the labor and material for:

In the City of Nixa, Missouri, according to the Drawings, Contract documents and general specifications for such work. All references are to the City of Nixa's Technical Specifications available at City Hall or on-line at nixa.com, unless otherwise noted, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Nixa at the following prices to-wit:

NORTHVIEW ROAD & GREGG ROAD ROUNDABOUT (PROJECT A)

SCHEDULE A – GENERAL					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A1	Mobilization	1	LS	\$56,300.00	\$56,300.00
A2	Final Cleanup, Seeding, Fertilizing & Mulch	1	LS	\$10,600.00	\$10,600.00
SCHEDULE A TOTAL					\$66,900.00

SCHEDULE B – EXCAVATION					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
B1	Excavation (unclassified)	1	LS	\$42,250.00	\$42,250.00
B2	Embankment (unclassified)	1	LS	\$21,150.00	\$21,150.00
B3	Overexcavation of Unsuitable Soils (estimated for change order purposes, paid by measured quantities per listed unit price, only if necessary)	20	CY	\$106.00	\$2,120.00
B4	Sediment & Erosion Control	1	LS	\$3,200.00	\$3,200.00
SCHEDULE B TOTAL					\$68,720.00

SCHEDULE C – REMOVALS					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
C1	2" Asphalt Milling	1,037	SY	\$8.15	\$8,451.55
C2	Removal – Existing Center Roundabout Concrete & Full Depth Asphalt Pvmnt	315	SY	\$32.00	\$10,080.00
C3	Removal – Concrete Sidewalk	140	SY	\$10.55	\$1,477.00
C4	Removal – Curb & Gutter	467	LF	\$21.20	\$9,900.40
C5	Removal – Concrete Median Island (include sawcut)	179	SF	\$5.30	\$948.70
C6	Sawcut – Asphalt Pavement	189	LF	\$6.35	\$1,200.15
C7	Sawcut – Curb & Gutter	16	LF	\$10.55	\$168.80
C8	Sawcut – Sidewalk	12	LF	\$5.30	\$63.60
SCHEDULE C TOTAL					\$32,290.20

SCHEDULE D – STREET PAVEMENT, CURB, SIDEWALKS, & ISLANDS					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
D1	Surface Asphalt Overlay (depth varies)	1,037	SY	\$20.15	\$20,895.55
D2	Typ. Roadway Asphalt Section (2" Asphalt Surface Mix, 5" Asphalt Bit. Base, 7" Baserock)	323	SY	\$78.75	\$25,436.25
D3	Concrete Truck Apron & Baserock	185	SY	\$142.50	\$26,362.50
D4	2' Concrete Curb (Type R Modified) & Baserock	176	LF	\$53.00	\$9,328.00
D5	2' Standard Concrete Curb & Gutter & Baserock	501	LF	\$53.00	\$26,553.00
D6	Concrete Sidewalk Baserock	976	SF	\$10.55	\$10,296.80
D7	Curb Ramps & Landing Pads (Includes Curb) & Baserock	448	SF	\$21.20	\$9,497.60
D8	Truncated Domes Complete and in place	8	EA	\$530.00	\$4,240.00
SCHEDULE D TOTAL					\$132,609.70

SCHEDULE E – STORM SEWER					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
E1	18" Hor. Ell.RCP	35	LF	\$106.00	\$3,710.00
E2	22.5 deg. Bend – 18" Hor Ell. RCP	2	EA	\$530.00	\$1,060.00
E3	45 deg. Bend – 18" Hor. Ell. RCP	1	EA	\$530.00	\$530.00
E4	Connect to Exist. 18" Hor. Ell. RCP / Pipe Collar	3	EA	\$1,060.00	\$3,180.00
E5	Curb Inlet (4'x7' ID)	1	EA	\$5,300.00	\$5,300.00
E6	Curb Inlet (3'x7' ID)	2	EA	\$5,300.00	\$5,300.00
SCHEDULE E TOTAL					\$19,080.00

SCHEDULE F – TRAFFIC CONTROL					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
F1	Channelizer – Phase 1	62	EA	\$17.00	\$1,054.00
F2	Channelizer – Phase 2	20	EA	\$17.00	\$340.00
F3	Sign – Road Work Ahead	6	EA	\$106.00	\$636.00
F4	Road Work 400 feet	4	EA	\$106.00	\$424.00
F5	Road Work 200 feet	3	EA	\$106.00	\$318.00
SCHEDULE F TOTAL					\$2,772.00

SCHEDULE G – PERMANENT SIGNS					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
G1	Sign -- Yield (relocate existing sign)	4	EA	\$650.00	\$2,600.00
SCHEDULE G TOTAL					\$2,600.00

SCHEDULE H – PAVEMENT MARKINGS					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
H1	4" Yellow Stripe	456	LF	\$.55	\$250.80
H2	6" White Stripe (Crosswalk)	122	LF	\$.80	\$97.60
H3	24" Yellow Stripe	75	LF	\$4.75	\$356.25
H4	6" Yellow Stripe (on Type R Curb)	176	LF	\$3.20	\$563.20
H5	White Yield Triangle	20	EA	\$32.00	\$640.00
H6	6" Yellow Stripe on Conc. Med. Island	180	LF	\$3.20	\$576.00
SCHEDULE H TOTAL					\$2,483.85

SCHEDULE I – WATER LINE					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
I1	8" Class 200 PVC Watermain (includes bends)	36	LF	\$317.00	\$11,412.00
I2	6" Pipe Valve Box	1	LS	\$317.00	\$317.00
I3	Relocate Existing Fire Hydrant	1	LS	\$5,300.00	\$5,300.00
SCHEDULE I TOTAL					\$17,029.00

SCHEDULE J – ELECTRIC IMPROVEMENTS					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
J1	Street Light Bases. Contractor shall furnish labor to install the street light bases. The other improvements shown on the electrical plans will be completed by the City of Nixa. The City will provide the street light bases to the Contractor and deliver them to the site.	1	LS	\$1,060.00	\$1,060.00
SCHEDULE J TOTAL					\$1,060.00

TOTAL BASE BID PROJECT A	\$345,544.75
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**NORTHVIEW ROAD IMPROVEMENTS
(PROJECT B)**

SCHEDULE A – GENERAL					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A1	Mobilization & Bond	1	ls	\$33,500.00	\$33,500.00
SCHEDULE A SUB-TOTAL					\$33,500.00

SCHEDULE B – STORM SEWER					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
B1	JB-A1 Modification of Precast Area Inlet to a precast Junction Box	1	ls	\$4,225.00	\$4,225.00
SCHEDULE B SUB-TOTAL					\$4,225.00

SCHEDULE C – EXCAVATION , EMBANKMENT & REMOVALS					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
C1	Excavation – Cut (unclassified, plan quantity, existing grade to proposed sub-grade)	1	ls	\$21,105.00	\$21,105.00
C2	Embankment – Fill (unclassified , includes finish grading & ditches, plan quantity to sub-grade)	1	ls	\$21,105.00	\$21,105.00
C3	Overexcavation of Unsuitable Soils & Compacted Clay Fill. This is not for 0" to 12". This is for unsuitable material greater than 12" from existing grade (estimated for change order purposes, paid by measured quantities per listed unit price)	300	cy	\$31.70	\$9,510.00
C4	Overexcavation of Unsuitable Soils & Shot Rock Fill below 12" from existing grade (estimated for change order purposes, paid by measured quantities per listed unit price)	100	cy	\$106.00	\$10,600.00
C5	Misc Removals (including sawcuts, culverts, fencing, mailboxes, steel post, grates, signing, trees, and clearing & grubbing, and any other items necessary to construct the project)	1	ls	\$5,300.00	\$5,300.00
C6	Full Depth Asphalt Roadway Removal	1	ls	\$18,500.00	\$18,500.00
C7	Paved Concrete Ditch to Be Removed	1	ls	\$1,060.00	\$1,060.00
C8	Cold-Milling Taper 2"-0"	264	sy	\$13.85	\$3,656.40
SCHEDULE C SUB-TOTAL					\$90,836.40

SCHEDULE D – STREET PAVEMENT, DRIVEWAYS, CURB, SIDEWALKS					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
D1	7" Type 5 Aggregate Base on Compacted Subgrade	1,452	sy	\$26.40	\$38,332.80
D2	5" Asphalt Base Section (includes tack coats between each lift)	1,452	sy	\$30.25	\$43,923.00
D3	2" Asphalt surface mix	1,452	sy	\$12.75	\$18,513.00
D4	2" Asphalt surface mix (overlay)	437	sy	\$16.25	\$7,101.25
D5	6" Concrete Driveway Approach & 4" Base rock	1,083	sf	\$12.70	\$13,754.10
D6	2' Concrete Curb & Gutter & 4" Base rock	572	lf	\$52.80	\$30,201.60
D7	Concrete Sidewalk (4" thick w/ 2" Type 5 Aggregate)	2,601	sf	\$10.55	\$27,440.55
D8	Curb Ramp (Includes Truncated Domes)	276	sf	\$37.00	\$10,212.00
SCHEDULE D SUB-TOTAL					\$189,478.30

SCHEDULE E – PAVEMENT MARKINGS & SIGNAGE					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
E1	4" White Stripe	491	lf	\$.53	\$260.23
E2	4" Yellow Stripe	596	lf	\$.53	\$315.88
E3	4" Intermittent Yellow	596	lf	\$.53	\$315.88
E4	4" Double Yellow Stripe	490	lf	\$1.10	\$539.00
E5	24" Yellow Type Stripe	52	lf	\$4.75	\$247.00
E6	White Center Turn Arrow	4	ea	\$80.00	\$320.00
E7	Chevron Sign OM-3R	3	ea	\$586.00	\$1,758.00
E8	Speed Limit Sign R2-1	1	ea	\$586.00	\$586.00
E9	Relocate Existing Stop Sign & Street Sign (Foxwood Dr.)	1	ls	\$650.00	\$650.00
SCHEDULE E SUB-TOTAL					\$4,991.90

SCHEDULE F – TRAFFIC CONTROL					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
F1	Road Closed to Thru Traffic (R11-4)	41	sf	\$8.45	\$346.45
F2	Road Closed Ahead (WO20-3)	36	sf	\$8.45	\$304.20
F3	Road Closed at Type 3 Barricade (R11-2)	63	sf	\$8.45	\$532.35
F4	Road Closed 200 Feet (WO20-3)	36	sf	\$8.45	\$304.20
F5	U-Channel Post (17.5 Lin Ft.)	280	lf	\$7.30	\$2,044.00
F6	Type 3 Moveable Barricade	11	ea	\$185.00	\$2,035.00
SCHEDULE F SUB-TOTAL					\$5,566.20

SCHEDULE G – SEDIMENT & EROSION CONTROL					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
G1	Silt Soxx 12" Diameter	582	lf	\$7.40	\$4,306.80
G2	Inlet Soxx 6" Diameter	40	lf	\$5.30	\$212.00
G3	Rock Ditch Check	40	lf	\$53.00	\$2,120.00
G4	American Excelsor TRM (or equal)	100	sf	\$5.30	530.00
G5	Final Cleanup, Seeding, Fertilizing & Mulch (within r/w only)	20,172	sf	\$.55	\$11,094.60
SCHEDULE G SUB-TOTAL					\$18,263.40

SCHEDULE H – OLD WILDERNESS ROAD SIDEWALK					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
H1	Concrete Sidewalk (4" thick w/ 2" Type 5 Aggregate)	1,843	sf	\$10.55	\$19,443.65
H2	Curb Ramp (Includes Curb, Landing, Truncated Domes)	161	sf	\$37.00	\$5,957.00
H3	4" Thick Concrete Slope Protection	33	sf	\$10.55	\$348.15
H4	Final Cleanup, Seeding, Fertilizing & Mulch (within r/w only)	2,763	sf	\$1.06	\$2,928.78
H5	Grading	1	ls	\$13,000.00	\$13,000.00
SCHEDULE H SUB-TOTAL					\$41,677.58

	TOTAL BASE BID PROJECT B	\$388,538.78
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COMBINED TOTAL BASE BID FOR PROJECTS A AND B

Price in Numeric Dollars and Cents \$ 734,083.53

Price in Words: Seven Hundred thirty four Thousand eighty three dollars and fifty three cents

AWARD OF CONTRACT

It is intended that one contract will be entered into by the City of Nixa. The lowest responsive, responsible combined total base bid for Projects A and B indicated above shall be the basis for the establishment of the apparent low bidder.

The undersigned agrees to enter into a contract within ten (10) days from notice of award should this proposal be accepted, and enter into bonds with good and sufficient securities, to complete the work on or before a date to be specified in the Notice to Proceed. In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of contractor, his agents, servants or employees. In the event of the failure of the undersigned to enter into such contract within ten (10) days of the award, then the deposit or certified check of five percent (5%) of the Total Contract Bid Amount as surety is therefore forfeited to the City of Nixa.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

Dated _____ day of _____, 20____.

Company: _____

Address: _____

Signature: _____

Printed Name: _____



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Blevins Asphalt Construction Co, Inc.
PO Box 230
Mount Vernon, MO 65712

SURETY:

(Name, legal status and principal place of business)
Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER:

(Name, legal status and address)
City of Nixa
P.O. Box 395
Nixa, Missouri 65714

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Northview and Greg Road Roundabout and Northview Road Improvements

Project Number, if any: CIP#ST 2021-07 and
CIP#ST 2022-10

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of April, 2023


(Witness)

Blevins Asphalt Construction Co, Inc.

(Principal)

(Seal)


(Title) Scott Crabtree, Vice-President

Hartford Fire Insurance Company

(Surety)

(Title)

Nicole M. Johnson, Attorney-In-Fact


(Witness)

Init.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC

Agency Code: 37-284958

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **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 :**

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

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 May 23, 2016 the Companies have caused these presents to be signed by its Assistant 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.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)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 (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant 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 13th, 2023.

Signed and sealed in Lake Mary, Florida.



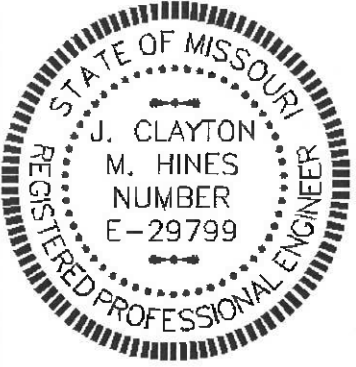
Keith D. Dozois

Keith D. Dozois, Assistant Vice President

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Work Zone Traffic Management Plan JSP-02-06A
- B. Project Contact for Contractor/Bidder Questions
- C. Emergency Provisions and Incident Management JSP-90-11
- D. Utilities JSP-93-26C
- E. ADA Compliance
- F. Removal of Improvements
- G. Shop Drawing Submittals
- H. Stormwater Compliance Requirements
- I. Mobilization
- J. Survey and Staking

	CITY OF NIXA, MISSOURI P.O. Box 395 715 W. Mt. Vernon Street Nixa, MO 65714 Phone (417) 725-3785
	Shaffer & Hines, Inc P.O. Box 493 Nixa, MO 65714 Certificate of Authority: 001665 Consultant's Phone: 417-725-4663
	PROJECT: Project A - Northview Road Improvements, Project B – Northview Road & Gregg Road Roundabout
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

A. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

- 1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

- 2.1** Traffic management schedules shall be submitted to the City for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.
- 2.2** The contractor shall notify the City prior to road closures, lane closures or shifting traffic onto detours.
- 2.3** The City shall be notified as soon as practical of any postponement due to weather, material, or other circumstances.
- 2.4** Access for area businesses and residences, emergency vehicles, and mail delivery must be maintained at all times. In the event that a driveway becomes inaccessible, the contractor shall give at least 72 hours' notice prior to closure, shall make every effort to minimize the closure, and provide an alternative driveway for access to the area properties. In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.
- 2.5** Contractor shall provide access to Fox Terrace Drive, including a temporary access road, as necessary, at all times.

B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

***Name:** Clayton Hines, P.E.*

***Address:** 731 West Mt. Vernon, Nixa, Missouri 65714*

***Phone Number:** (417) 725-4663*

***Email Address:** chines@shafferhines.com*

C. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

- 1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the

contractor requests emergency assistance.

Doug Colvin – City of Nixa, Public Works Director (417) 725-2353
Clayton Hines – Shaffer & Hines, Inc., Engineer of Record (417) 725-4663

- 2.0** In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol (417) 895-6868		
Nixa Fire Protection District	City of Nixa	City of Nixa/Christian County
Fire: (417) 725-4025	Police: (417) 725-2510	Emergency Management: (417) 581-2161

- 2.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.
- 2.2** The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.
- 3.0** No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials, or time required to fulfill the above provisions.

D. UTILITIES JSP-93-26C

- 1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
AT&T Outside Plant Construction & Engineering Scott M Hall, 417-849-8265	Project B Telephone Pedestal Relocate
Spire Energy Jay Riddle, 417-772-4676	None
City of Nixa – Water Jason Stutesmun, 417-725-2353	None
ALTICE Technical Services (Suddenlink) Tim King, 417-389-9682	None
Liberty Utilities – Electric Roger Kaughman, 417-317-4016	None
City of Nixa Electric Department Brian Denny, 417-725-2353	None

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the City at this time. This information is provided by the City “as-is” and the City expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the City shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.

- 1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor’s coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor’s sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

- 1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors' operation. The contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or its subcontractor's operation.

E. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

- 1.0 **Description.** The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.
- 2.0 **ADA Checklist.** The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

- 2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the City's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.
- 2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors, or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

3.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the City at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the City. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the City.

- 3.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.
- 4.0 **Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the City.
- 4.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

F. REMOVAL OF IMPROVEMENTS

1.0 Description: This item includes all removals, relocations, adjustments, and disposal in accordance with federal, state and local laws that are not itemized. This item also includes private irrigation systems and other private utilities and any other non-specified incidental removals are to be included in the price for this item. This item will include any and all mailbox relocations, sign relocations, miscellaneous base relocations and any other required removals, relocations and adjustments that are not itemized for bid.

G. SHOP DRAWING SUBMITTALS

1.0 Description. Any and all materials needed for the project that require additional review from the engineer and/or require purchase from an outside source for use on the project (example: benches), shop drawings showing the specifications and details of the material shall be submitted to the engineer for review prior to installation.

H. STORMWATER COMPLIANCE REQUIREMENTS

- 1.0 Description.** The City of Nixa's BMP Inspection Form can be found in the Contract Forms section.

I. MOBILIZATION

1.0 SCOPE

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

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

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

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

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Mobilization" will be at the contract lump sum price in accordance with the following schedule. Each partial payment will be the lesser of either 25 percent of the remaining contract lump sum price for the item of mobilization or 2.5 percent of the original contract price. The term "original contract price" will be construed as the total dollar value of the construction items of the original contract.

2.1 The first partial payment will be made when five percent of the original contract amount is earned.

2.2 The second partial payment will be made when ten percent of the original contract amount is earned.

2.3 The third partial payment will be made when 25 percent of the original contract amount is earned.

2.4 The fourth partial payment will be made when 50 percent of the original contract amount is earned.

2.5 When the engineer has accepted the contract for maintenance, any amount bid for mobilization exceeding ten percent of the original contract price, will be paid.

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

J. SURVEY AND STAKING

- 1.0 Description.** Construction staking will be provided by the Engineer under the existing contract with the City of Nixa.

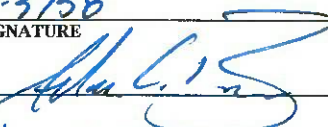
SIGNATURE PAGE

Project A - Northview Road & Gregg Road Roundabout Project: Project B - Northview Road Improvements

MAILING INSTRUCTIONS: Print or type Bid Title and Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in Nixa Public Works (1111 W. Kathryn, Nixa, MO. 65714) by the return date and time.

The undersigned hereby offers to furnish and deliver the items and/or services as specified at the prices and terms stated in this document. The terms and conditions of this requirement are hereby incorporated in this document by reference as though fully set forth herein. The bidder further agrees that the language of this document shall govern in the event of a conflict with the bidder's quotation. The bidder further agrees that upon receipt of an authorized purchase order from the City of Nixa or when a Notice of Award 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.

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Blevins Asphalt Const. Co., Inc.	
DOING BUSINESS AS (DBA) NAME P.O. Box 230 Mt. Vernon, MO 65712	
ADDRESS	
CITY, STATE, ZIP CODE	
TAXPAYER ID NUMBER (TIN) 10562729	TAX PAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN
VENDOR TAX FILING TYPE WITH THE IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:	

CONTACT PERSON Scott Crabtree	EMAIL ADDRESS scrabtree@blevinsasphalt.com
PHONE NUMBER 417.466-3758	FAX NUMBER 417.466-7914
AUTHORIZED SIGNATURE 	DATE 4-17-23
PRINTED NAME Adam C. Boswell	TITLE VP

Are you or a family member employed by the City of Nixa? ☐ Yes ☒ No

If yes, name of employee: _____

Relationship: _____

Will you accept Purchase Orders? ☒ Yes ☐ No

RETURN THIS PAGE

REQUIRED AFFIDAVITS AND DOCUMENTATION

1. **Required Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1/1/2009**, Company shall comply with the provisions of Section 285-525 through 285-550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - a. That the Company is enrolled in and participates in a federal work authorize program with respect to the employees working in connection with the contracted services; and
 - b. That the company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 2. **Required Affidavit for any Public Works Project Contract – Effective 08/28/2009**, Company shall comply with the provisions of Section 292.675 R.S.Mo. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that the Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.
 3. **Additionally, Company must provide documentation evidencing** current enrollment in a federal work authorization program (e.g electronic signature page from E-Verify program's Memo of Understanding (MOU)).
-

The City of Nixa encourages companies that are not already enrolled and participating in a federal work authorizing program to do so. E-Verify is a sample of this type of program. Information regarding E-Verify is available at:

E-Verify Contact information:

Website: <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify>

Phone: 888-464-4218

Email: e-verify@dhs.gov

If you have any questions, please contact the City Purchasing department at 417-449-0555.

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF Missouri)
COUNTY OF Greene) ss.

Before me, the undersigned Notary Public, in and for the County of Greene,
State of Missouri, personally appeared Scott Crabtree (Name)
who is VP (Title) of Blevins Asphalt Construction
(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company),
and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

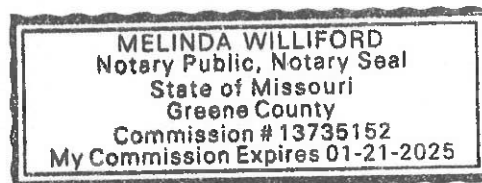
Documentation of participation in a federal work authorization program is attached to this affidavit.


Signature

Name: Scott Crabtree

Subscribed and sworn to before me this 18 day of April, 2023
Melinda Williford
Notary Public

My commission expires: January 21, 2025



**Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
For any Public Works Project Contract
Effective August 28, 2009**

STATE OF Missouri)
COUNTY OF Greene) ss.

Before me, the undersigned Notary Public, in and for the County of Greene,
State of Missouri, personally appeared Scott Crabtree (Name)
who is VP (Title) of Blevins Asphalt Construction
(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company),
and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

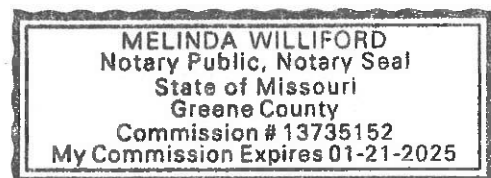
The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Scott Crabtree
Signature

Name: Scott Crabtree

Subscribed and sworn to before me this 18 day of April, 2023
Melinda Williford
Notary Public

My commission expires: January 21, 2025



AFFIDAVIT OF COMPLIANCE

I, the undersigned, the duly authorized and acting legal representative of Blevins Asphalt Construction, do hereby certify that the prevailing hourly wage law as set forth by the Industrial Commission of Missouri, Department of Labor and Industrial Relations, for project No. 2021-07 2022-10, wage determination No. 29 dated 3-10-22, has been fully complied with as contained in Sections 290.210 thru 290.340, RSMo. 1959 as amended 1969.

By [Signature]
Title VP

SEAL

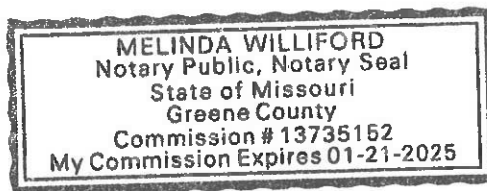
STATE OF: Missouri

COUNTY OF: Greene

On this 18 day of April, 2023, before personally appeared to me known to be the persons described in and who executed the foregoing instrument. In testimony whereof, I have hereunto set my hand and affixed my Seal at Mount Vernon in Lawrence County, Missouri, the day and year first above written.

My term expires January 21, 2025 Melinda Williford
(Notary Public)

SEAL



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 he 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.

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.

Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

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 hereunder 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 the contract or to the WORK or to the SPECIFICATIONS.

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

City of Nixa Construction Site BMP Inspection Form

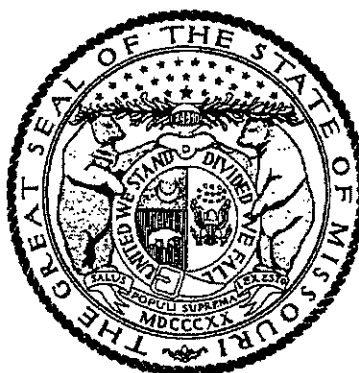
Project Name:		Current phase being inspected:					
Project Location:		Weather: <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Snow					
General Contractor:		Inspection start/end Times:					
Date of Inspection:		Date of last rainfall event:					
Inspector's name (print):		Duration of last rainfall event:					
Signature:		Approximate Rainfall Amount (in):					
Title:		Type of Inspection: <input type="checkbox"/> Weekly (once every 7 days) <input type="checkbox"/> Post Storm (within 24 hours of rainfall event that causes runoff)					
Qualifications:							
Telephone No.:							
Areas of Inspection		Over All Condition			Requires Attention		
		Yes	No	n/a	Yes	No	n/a
1	All slopes and disturbed areas not actively being worked are properly stabilized.						
2	All natural resource areas (streams & wetlands, etc.) are protected by the proper BMP.						
3	All perimeter controls and sediment barriers are properly installed and maintained.						
4	All discharge points and receiving waters are free of sediment.						
5	All slopes are free of significant erosion?						
6	Construction entrance is stabilized and in an effective working condition.						
	Mud or rock being tracked out onto City streets is being regularly addressed.						
7	All trash from site is being collected daily and placed in covered trash dumpster.						
8	All operational storm drain inlets are properly protected.						
9	All washout facilities (paint, stucco, concrete, etc.) are clearly marked and properly maintained.						
10	All vehicle & equipment fueling, cleaning and maintenance areas are free of spills, leaks or any other environmentally detrimental material.						
11	All materials that are potential stormwater contaminants are stored inside or under cover.						
12	All non-stormwater discharges (wash water, de-watering, etc.) are being properly controlled.						
Describe corrective actions needed/taken: (attach additional sheet if needed)							
Describe SWPPP revisions needed/completed: (attach additional sheet if needed)							

A copy of this completed inspection form is to be mailed, e-mailed or handed to the City of Nixa Public Works Inspector at least once every seven days.

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

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.