

RE: CHERRY ST. STORMWATER PROJECT PHASE 2

Background:

Identified in the 2023 CIP, this improvement is the second phase of an overall project that will encompass an area from Rice St to North St, just South of the Junior High School, to alleviating flooding. This phase will include improvements from 308 Missouri progressing northward across Cherry St. to the north side of the property of 303 Cherry St. Future phases will be completed as funding becomes available.

Analysis:

Bids were received from D & E Plumbing & Heating, K & B Equipment and Radamacher Construction with D & E Plumbing and Heating being low bid at \$352,787.00. If approved, funding for the low bid of D & E Plumbing and Heating is available and within allocated amounts.

Recommendation:

It is staff's recommendation that Council move to approve the requested Resolution allowing for completion of phase #2 of the budgeted project.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

RESOLUTION NO. 2023-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA ACCEPTING THE BID OF D&E PLUMBING AND HEATING FOR THE CHERRY STREET STORMWATER PROJECT PHASE 2 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR SAME.

WHEREAS City Council, by passage of Resolution 2022-123, adopted the 2023-2027 Capital Improvement Program ("CIP"); and

WHEREAS included in the CIP is a project known as the "Cherry Street Stormwater Project Phase 2" ("Project"); and

WHEREAS after reviewing all submitted bids, City staff has determined that D&E Plumbing and Heating ("Contractor") provided the best bid for the Project; and

WHEREAS City Council desires to award the Contract for the Project to the Contractor and to authorize the City Administrator to execute the Contract attached hereto as "Resolution Exhibit A."

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

SECTION 1: City Council hereby accepts the bid of the Contractor for the Project at the price and sum of \$352,787. The City Administrator, or designee, is hereby authorized to enter into a contract with the Contractor. Said contract to be in substantially similar form as the document attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A."

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.

RESOLUTION NO. 2023-42

ADOPTED BY THE COUNCIL THIS 7th DAY OF September, 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:
() 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: sewing@nixa.com Attn: Stephanie Ewing Dept: Street		Name: D&E Plumbing & Heating, Inc. Address: 1112 N. Falcon Crest Nixa, MO 65714 Phone: (417) 725-5300 Email: deplbg01@yahoo.com Attn: Steve Eoff

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 solicitation process, referenced as "Stormwater Drainage Improvements from Rice St. to North St. Phase 2", and 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 per the Construction Plans titled ""Stormwater Drainage Improvements from Rice St. to North St. Phase 2", 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 in the contract time as follows:

- a. The maximum contract time shall be 270 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City of Nixa within 30 days after the date of execution of this Contract.
- b. The contract time shall be 90 calendar days from the date the Contractor chooses to start work on the project. Materials may be delivered prior to the Contractors start date. This time frame shall be within the total 270 calendar days of this contract.
- c. Cherry Street can only be closed for 30 calendar days.
- d. Refer to Exhibit Q for timeframe conditions for the Lyons Property.

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 \$INSERT CONTRACT AMOUNT (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. Refer to Exhibit Q regarding liquidated damages for work on the Lyons Property.

8. Road Closures. The Contractor will be allowed to close Cherry Street to all traffic 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 of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of Three Hundred Fifty Two Thousand Seven Hundred Eighty Seven Dollars and Zero Cents (\$352,787.00) 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 – Construction Plans “Stormwater Drainage Improvements from Rice St. to North St. Phase 2”
- c. Exhibit B – “Bid Documents for Stormwater Drainage Improvements from Rice Street to North Street Phase 2”

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

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

Steve Eoff
STEVE EOFF

Printed Name

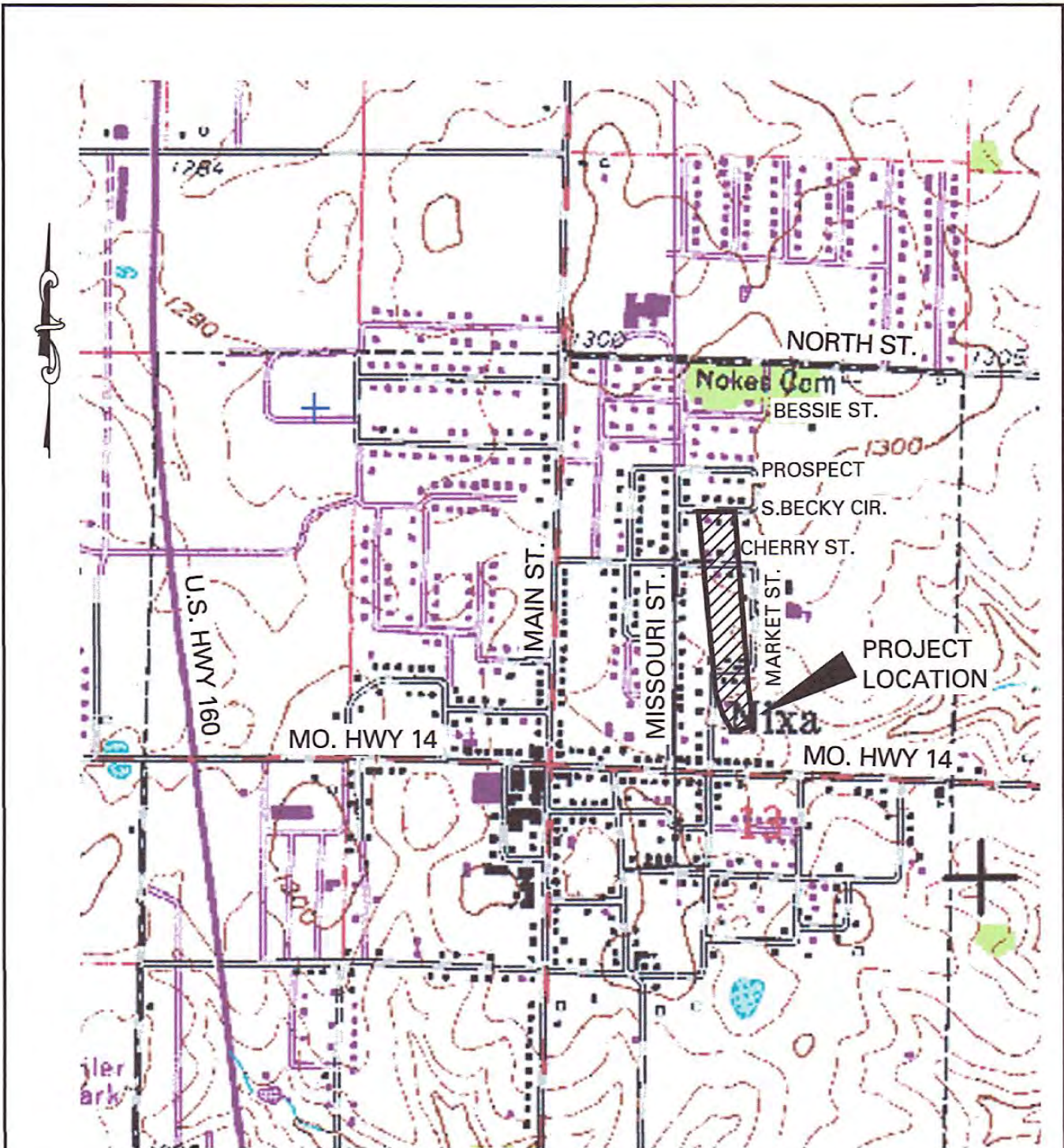
President
Title

Date: 8-16-23

ATTEST:


Clayton Hines
Printed Name

Engineer
Title



LOCATION MAP

E1/2, NW1/4, SEC. 13, TOWNSHIP 27N, RANGE 22W, CHRISTIAN COUNTY, MO. NTS



LEGEND

✕

EXISTING FIRE HYDRANT

⊕

GATE VALVE

⊙

PROPOSED FIRE HYDRANT

⊙

SAN. SEWER MANHOLE

PP

POWER POLE

R/W

RIGHT-OF-WAY LINE

EOP

EDGE OF PAVEMENT

-W-

WATERLINE

-TEL-

TELEPHONE LINES

TEL RIS

TELEPHONE RISER

WM

WATER METER

MB

MAIL BOX

-SS-

SAN. SEWER LINE

T.B.M. #1:

TBM NO. 1 - CONTROL POINT (330)-CP2

LOCATION AS SHOWN ON THIS SHEET, THOMAS ELEMENTARY SCHOOL SITE.

EL:1279.45

CAUTION

Existing underground installations such as water mains, gas mains, sewers, telephone lines, fiber optic lines, power lines and buried structures are indicated on the drawing only to the extent such information has been made available to or discovered by the surveyor in preparing this drawing. There is no guarantee as to the accuracy or completeness of such information.


STORMWATER DRAINAGE IMPROVEMENTS FROM

RICE ST. TO NORTH ST. PHASE 2

FOR THE CITY OF NIXA,

CHRISTIAN COUNTY, MISSOURI

Exhibit A



SHEET INDEX

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	STORM WATER PLAN/PROFILE LINE B
3.	STORM WATER PLAN/PROFILE LINE C
4.	WATERLINE PLAN & DETAILS
5.	DETAILS
6.	DETAILS
7.	TRAFFIC CONTROL PLAN AND DETAILS
8.	SEDIMENT AND EROSION CONTROL PLAN

GENERAL CONSTRUCTION NOTES

1. Materials, installation and testing shall conform to the City of Nixa's technical specifications and details. If there is a discrepancy between The City of Nixa standard details and the details indicated within these construction plans, The City of Nixa standard details shall govern.

2. Prior to beginning construction, the Contractor shall convene a preconstruction conference between the owner, Engineer and the City of Nixa.

3. It is the Contractor's responsibility to locate and move any affected utilities. The engineer or City of Nixa does not guarantee that all utilities are shown on these plans.

4. It shall be the sole responsibility of the Contractor to contact the utility suppliers and arrange for any necessary modifications required to facilitate construction activities.

5. It shall be the Contractor's responsibility to keep rock, mud, and other debris from access streets caused by construction equipment throughout the day and at the end of each work day.

6. Contractor is responsible for providing compaction tests for all fills required by the City of Nixa. Compaction of all fills shall be at least 95% standard proctor. The City of Nixa may core drill streets to ensure proper materials were used and the minimum depth of base rock and asphalt were installed.

7. Contractor shall be responsible for furnishing as-built plans for any deviations from this set of plan sheets.

8. Contractor shall field verify all elevations and slopes and shall confirm with Engineer and note any variation thereof prior to installment.

9. ¾" clean crushed stone backfill shall be provided over storm sewer line where line is located under pavement.

10. Final clean-up requirements are the sole responsibility of the Contractor and shall be strictly enforced.

11. CSP storm sewer pipe may be used in lieu of HDPE storm sewer pipe as long as the mannings "n" value is 0.12 or less subject to approval by the City of Nixa.

12. RCP storm sewer pipe may be used in lieu of HDPE storm sewer pipe.

13. All HDPE pipe and fittings shall meet MODOT specifications.

14. All fences shall be replaced to existing or better condition.

15. Provide temporary fencing where necessary for pets.

16. All precast concrete junction boxes, area inlets and curb inlets are shown with 6" thick walls. A 6" thick wall shall be the minimum. Thicker walls shall be provided as necessary to provide HS-20 loading for all stuctures.

SAFETY NOTICE TO CONTRACTOR

1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

2. THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST. PHASE 2

SHAFER & HINES

CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS

P.O. Box 493, Nixa, Missouri, 65714
Tel: (417) 725-4663 - Fax: (417) 725-5230
Email: chines@shafferhines.com

COVER SHEET

DESIGN BY JCMH

DRAWN BY GSM

CHECKED BY JCMH

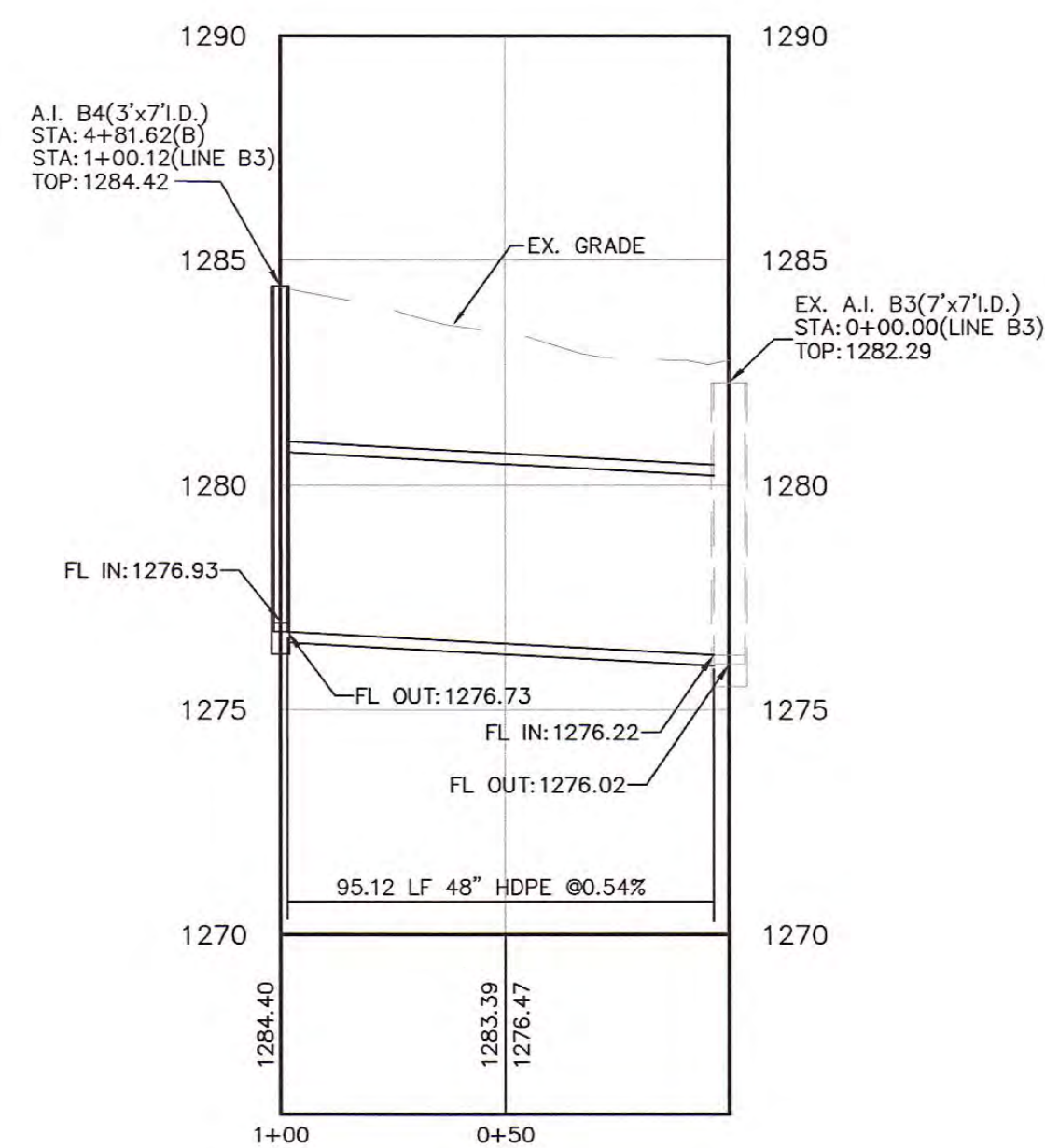
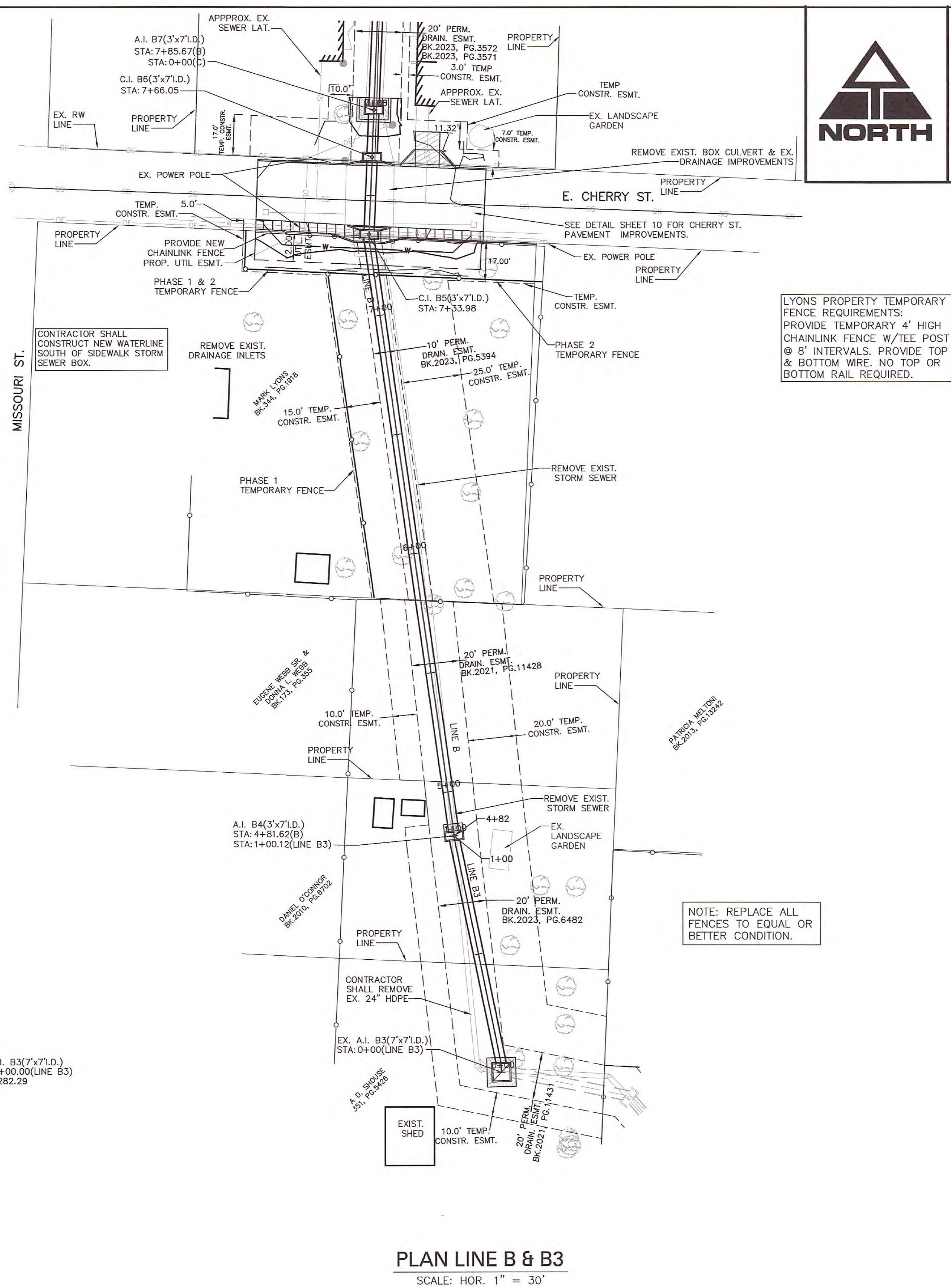
DATE APRIL, 2022

SCALE AS SHOWN

REVISIONS

JOB NO. 222002

SHEET 1 OF 8



1. Mr. Lyons shall be notified the Contractor 14 Days prior to commencing work on the Lyons Property.
2. Contractor shall provide temporary fence per the detail on the construction plans and said fence shall be "hog tight".
3. Contractor shall follow the Phasing Plan as shown on the Construction Plans as follows:
 - a. Phase 1. The temporary fence for phase 1 shall be installed. Work shall commence at the south property line of the Lyons Property to Curb Inlet B5. All finish grading, clean-up, and hydro-seed shall be completed within phase 1.
 - b. Phase 2. The temporary fence for phase 2 shall be installed. After the phase 2 temporary fence is installed, then the phase 1 temporary fence shall be removed. All necessary work on the south side of Cherry Street shall be completed as necessary to install the final permanent fence on the north property line of the Lyons Property.
4. Contract Time.
 - a. Phase 1. Contract Time for Phase 1 on the Lyons Property shall be 14 days from the date work commences for Phase 1.
 - b. Phase 2. Contract Time for Phase 2 on the Lyons Property shall be 30 days from the date work commences for Phase 2.
5. Liquidated Damages.
 - a. Phase 1. The Liquidated Damages for Phase 1 on the Lyons Property shall be \$500 per day.
 - b. Phase 2. The Liquidated Damages for Phase 1 on the Lyons Property shall be \$500 per day.
6. No above ground drains or junction boxes are allowed on the Lyons Property.

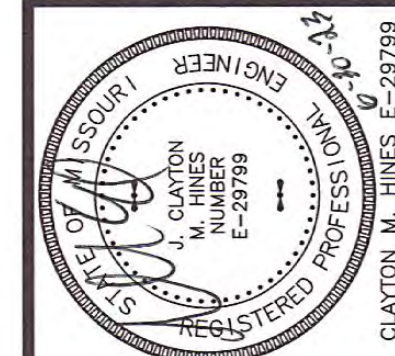


STORMWATER DRAINAGE IMPROVEMENTS

FROM
RICE ST. TO NORTH ST. PHASE 2



Nixa, Christian County, Missouri



SHAFFER & HINES, INC.
CERTIFICATE OF AUTHORITY
LICENSE NO. 001665

SHAFFER & HINES^{INC.}
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Email: chines@shafferhines.com



DRAINAGE
IMPROVEMENTS
LINE B & B3

DESIGN BY	JCMH
DRAWN BY	GSM
CHK'D BY	JCMH
DATE	APRIL, 2022
SCALE	AS SHOWN

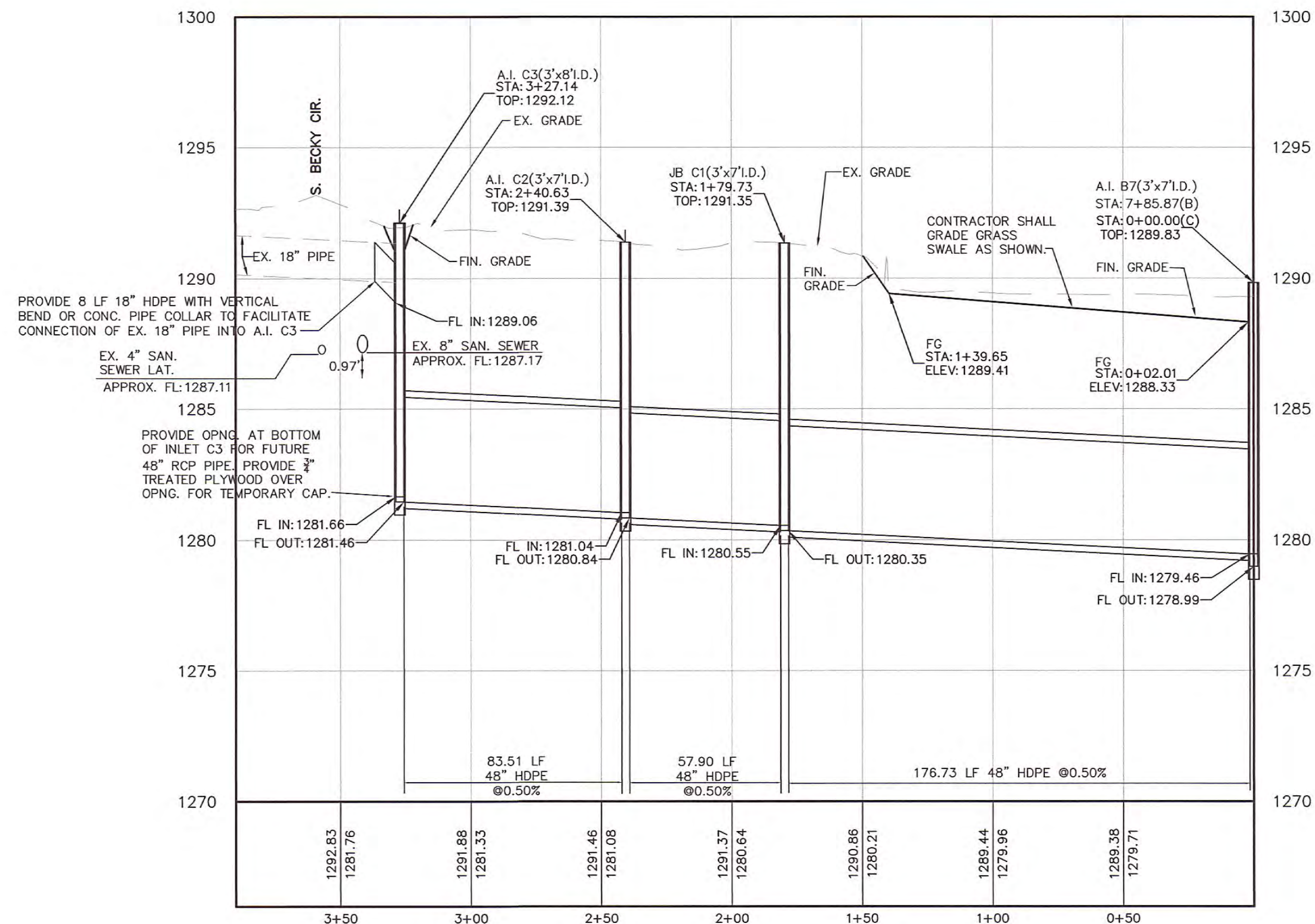
REVISIONS

JOB NO.

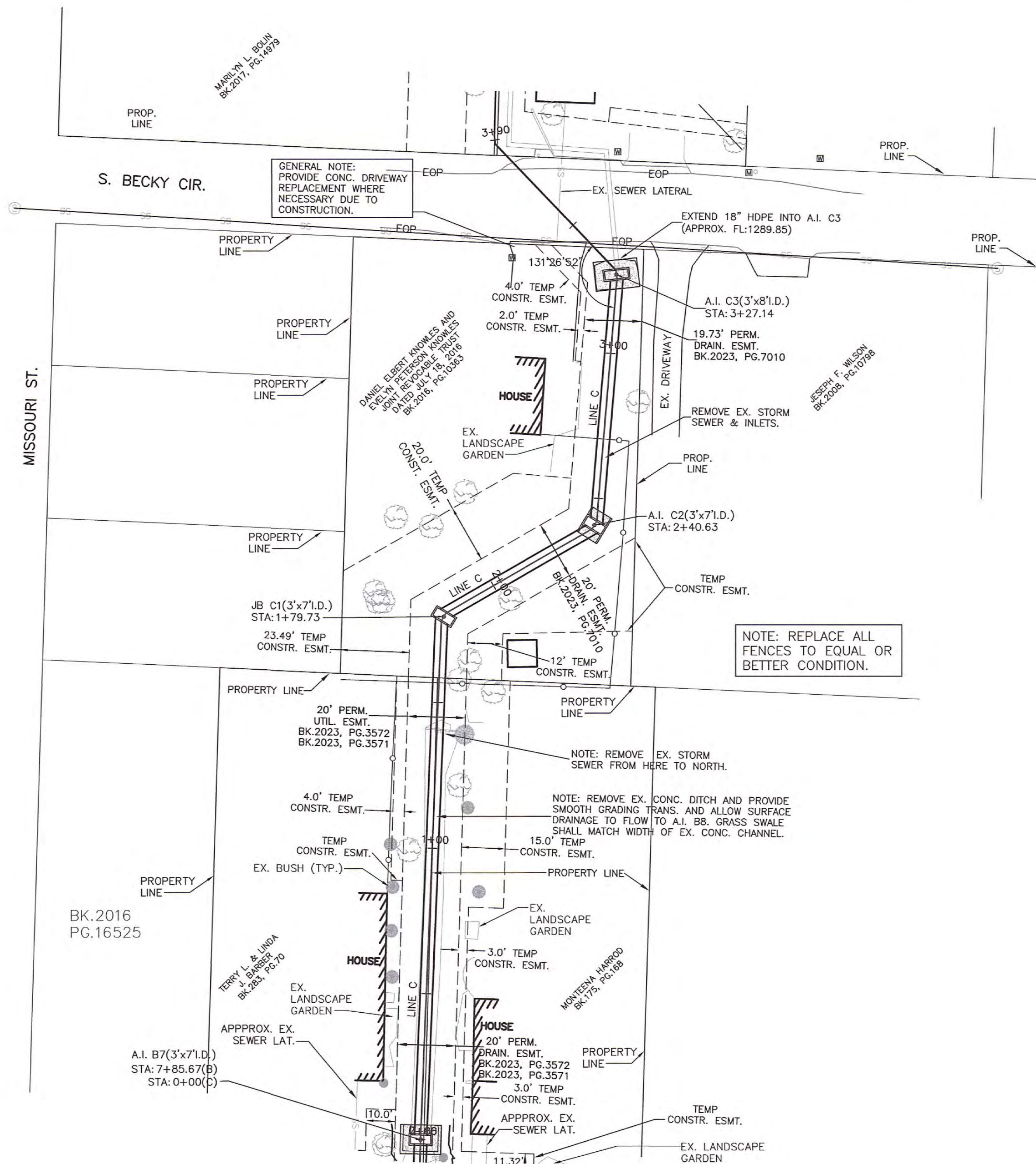
222002

SHEET

2 OF 8



PROFILE LINE C
SCALE: HOR. 1" = 40'
VERT. 1" = 4'



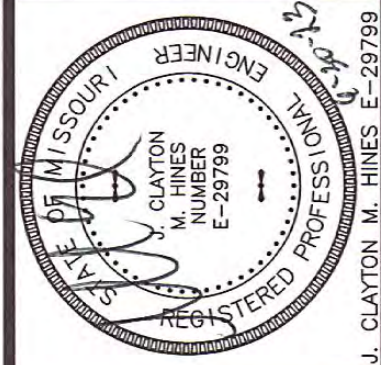
PLAN LINE C
SCALE: HOR. 1" = 30'



STORMWATER DRAINAGE IMPROVEMENTS
FROM
RICE ST. TO NORTH ST. PHASE 2

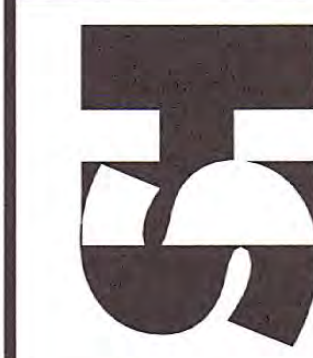


Nixa, Christian County, Missouri



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Email: chines@shaferhines.com



DRAINAGE
IMPROVEMENTS
LINE C

DESIGN BY JCMH
DRAWN BY GSM
CHKD BY JCMH
DATE APRIL 2022
SCALE AS SHOWN

REVISIONS

JOB NO.
222002

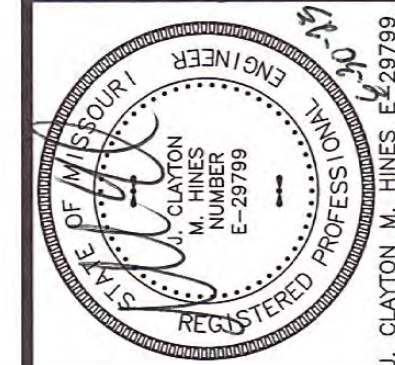
SHEET
3 OF 8



STORMWATER DRAINAGE IMPROVEMENTS
FROM
RICE ST. TO NORTH ST. PHASE 2



Nixa, Christian County, Missouri



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WATERLINE
PLAN

DESIGN BY JCMH
DRAWN BY GSM
CHKD BY JCMH
DATE APRIL, 2022
SCALE AS SHOWN

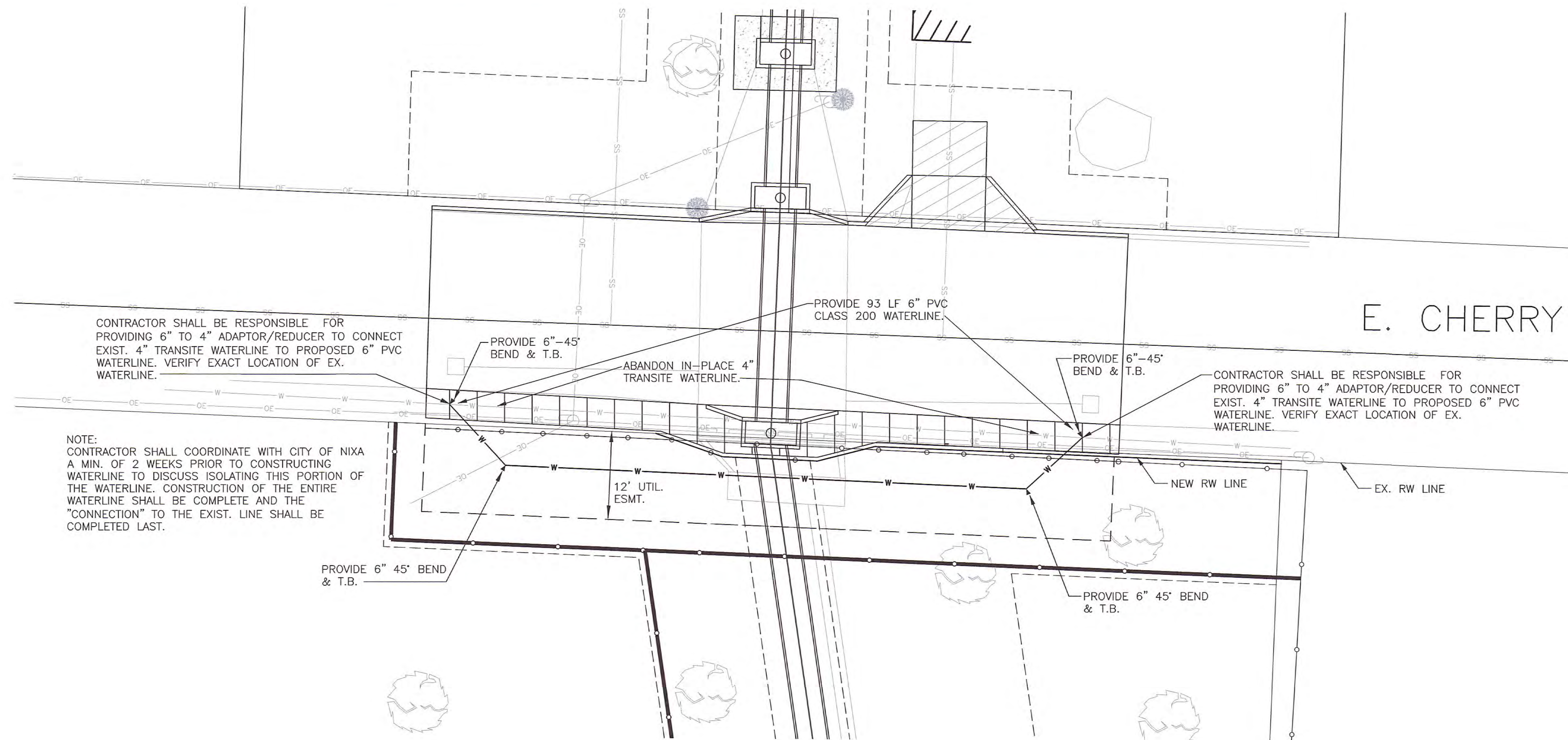
REVISIONS

JOB NO.

222002

SHEET

4 OF 8

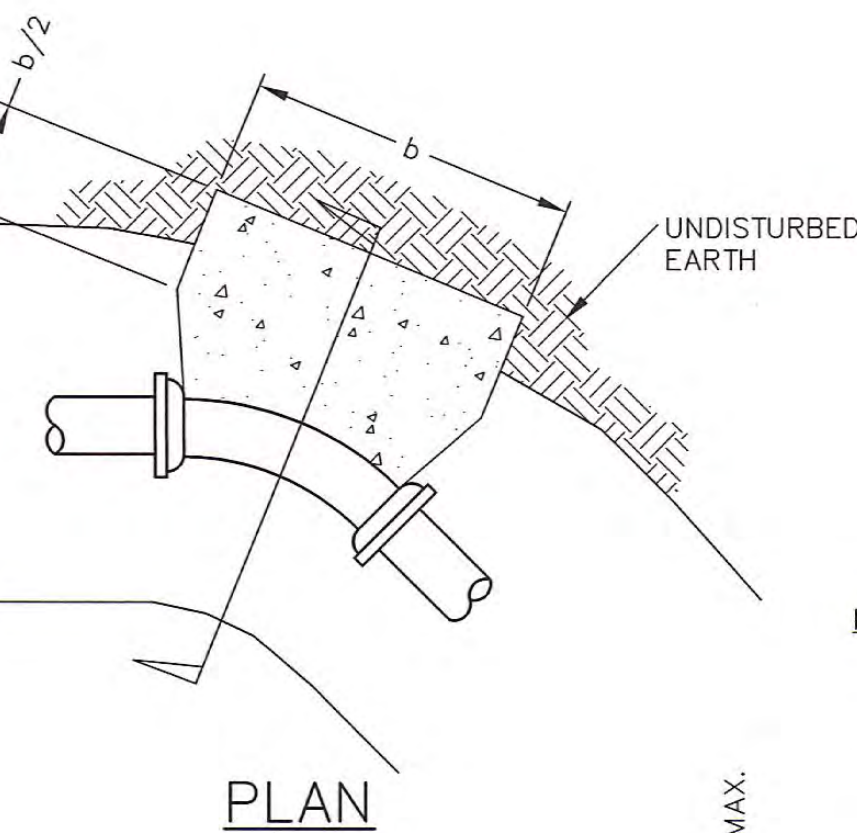


WATERLINE PLAN

SCALE: HOR. 1" = 10'

NOTE:
CONTRACTOR SHALL COORDINATE WITH CITY OF NIXA
A MIN. OF 2 WEEKS PRIOR TO CONSTRUCTING
WATERLINE TO DISCUSS ISOLATING THIS PORTION OF
THE WATERLINE. CONSTRUCTION OF THE ENTIRE
WATERLINE SHALL BE COMPLETE AND THE
"CONNECTION" TO THE EXIST. LINE SHALL BE
COMPLETED LAST.

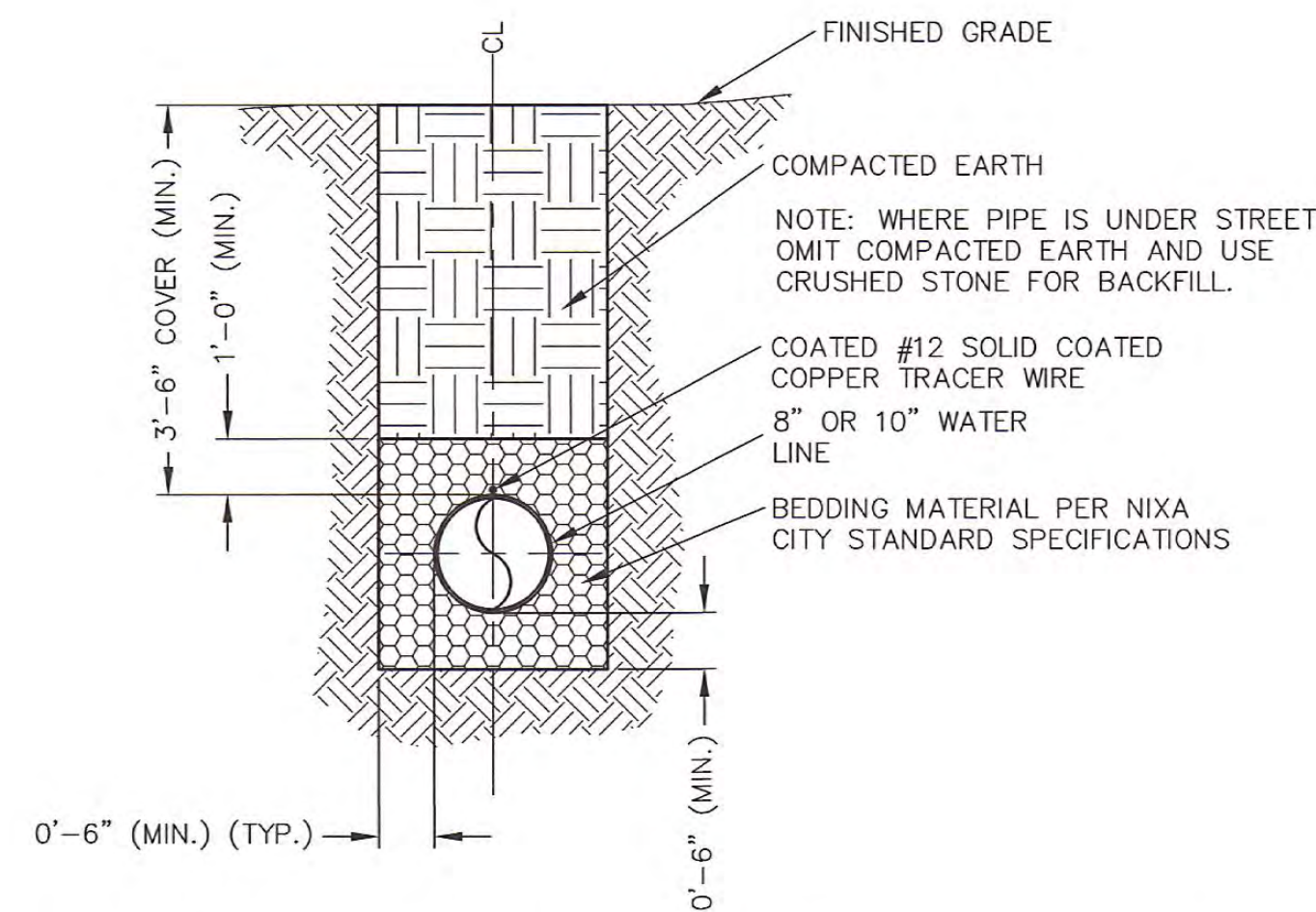
CONTRACTOR SHALL BE RESPONSIBLE FOR
PROVIDING 6" TO 4" ADAPTOR/REDUCER TO CONNECT
EXIST. 4" TRANSITE WATERLINE TO PROPOSED 6" PVC
WATERLINE. VERIFY EXACT LOCATION OF EX.
WATERLINE.



- NOTES:
1. AREA OF BLOCK $A = b \times d$.
 2. $b = d = \sqrt{A}$ EXCEPT WHERE TOP OF BLOCK IS WITHIN 2 FEET FROM GROUND SURFACE, THEN $b = A/d$.
 3. MINIMUM BLOCK DIMENSION ($b \& d$) SHALL BE AT LEAST O.D. OF PIPE OR 1 FOOT FOR PIPE O.D. 12" OR LESS.
 4. BOTTOM OF BLOCK SHALL EXTEND TO BOTTOM OF TRENCH.
 5. BLOCK AREA BASED ON SILTY CLAY SOIL, 3 FEET OF COVER AND TEST PRESSURE OF 150 PSI AT HIGH POINT.

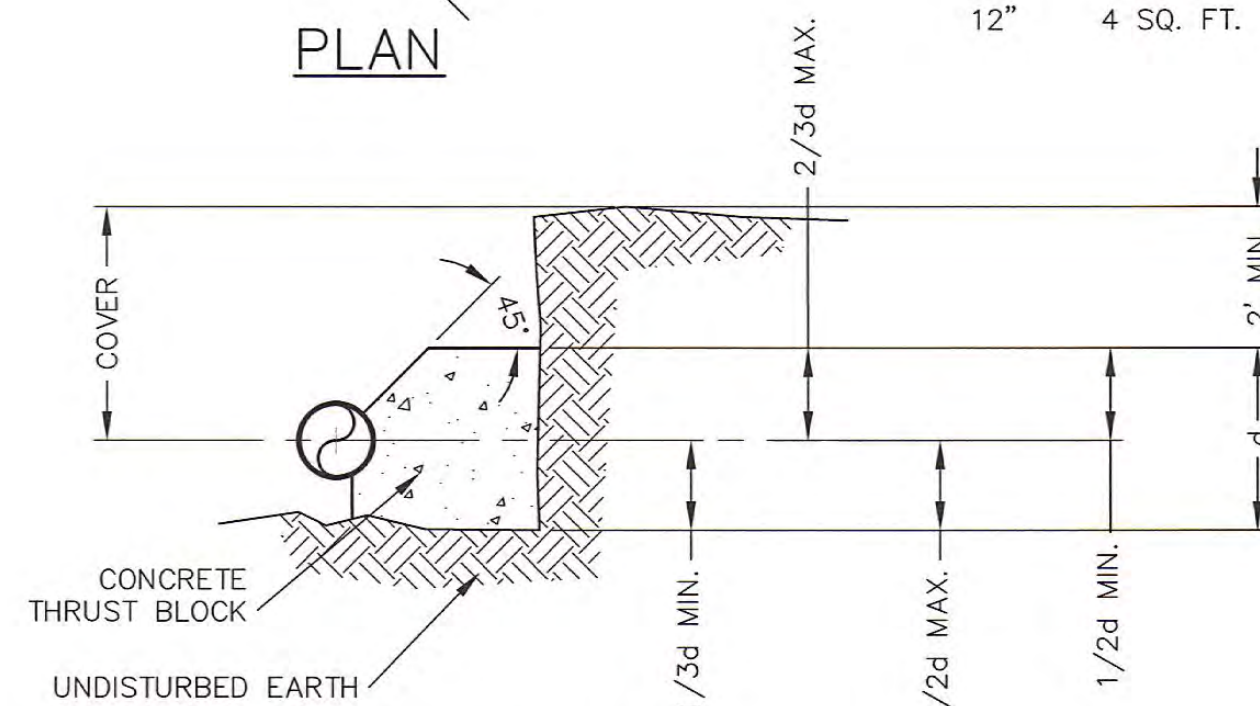
THRUST BLOCK AREAS

PIPE SIZE	11-1/4"	22-1/2"	45"	90"	DEAD END
6"	2 SQ. FT.	2 SQ. FT.	2 SQ. FT.	5 SQ. FT.	7 SQ. FT.
8"	2 SQ. FT.	2 SQ. FT.	5 SQ. FT.	9 SQ. FT.	10 SQ. FT.
10"	3 SQ. FT.	3 SQ. FT.	8 SQ. FT.	12 SQ. FT.	12 SQ. FT.
12"	4 SQ. FT.	6 SQ. FT.	10 SQ. FT.	16 SQ. FT.	18 SQ. FT.



TYPICAL WATER LINE EMBEDMENT SECTION

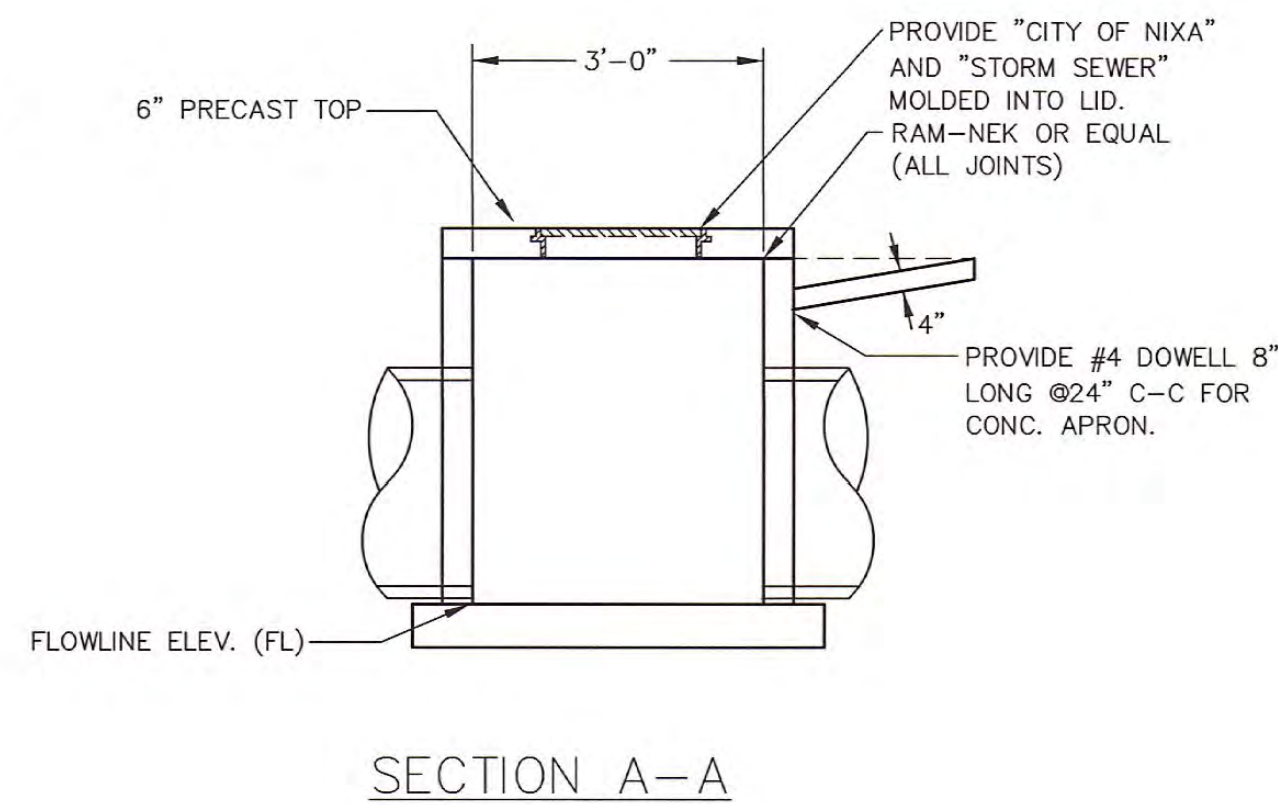
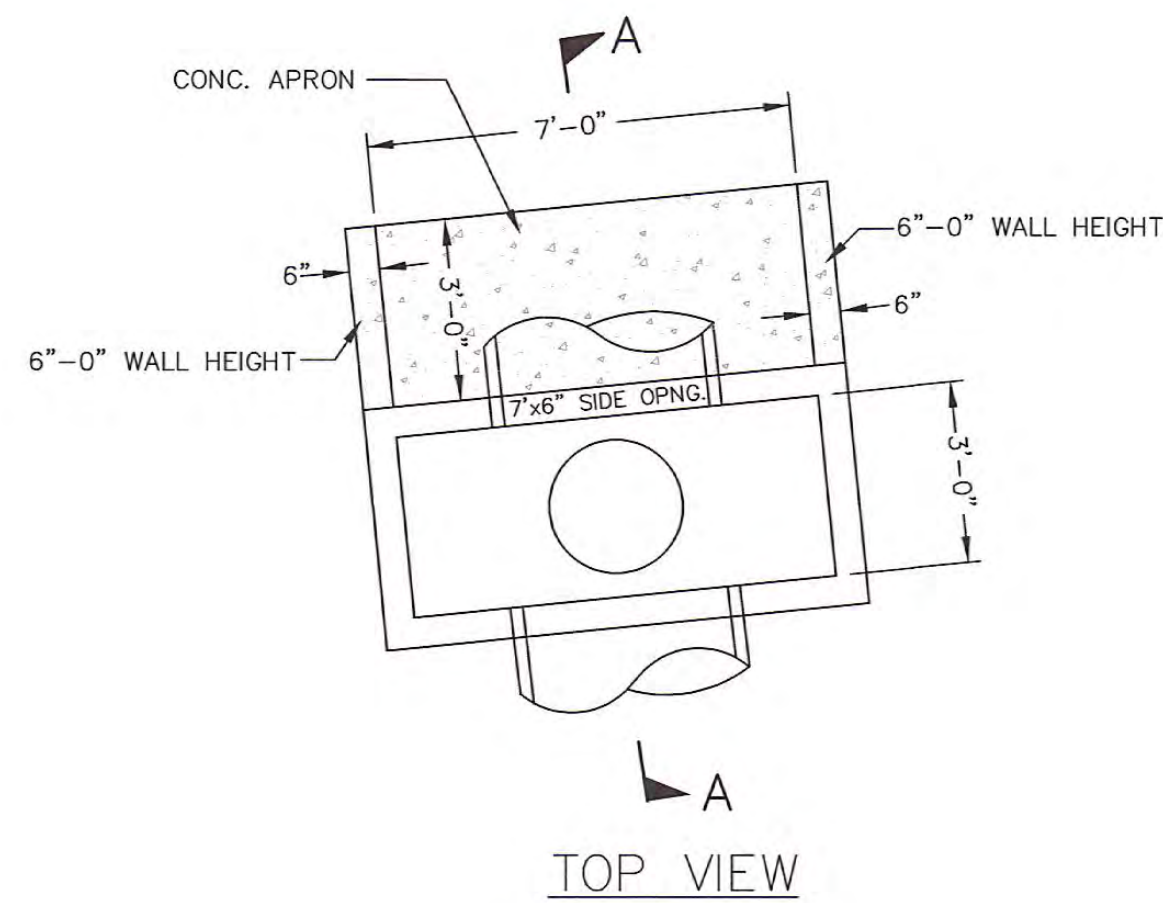
NOT TO SCALE



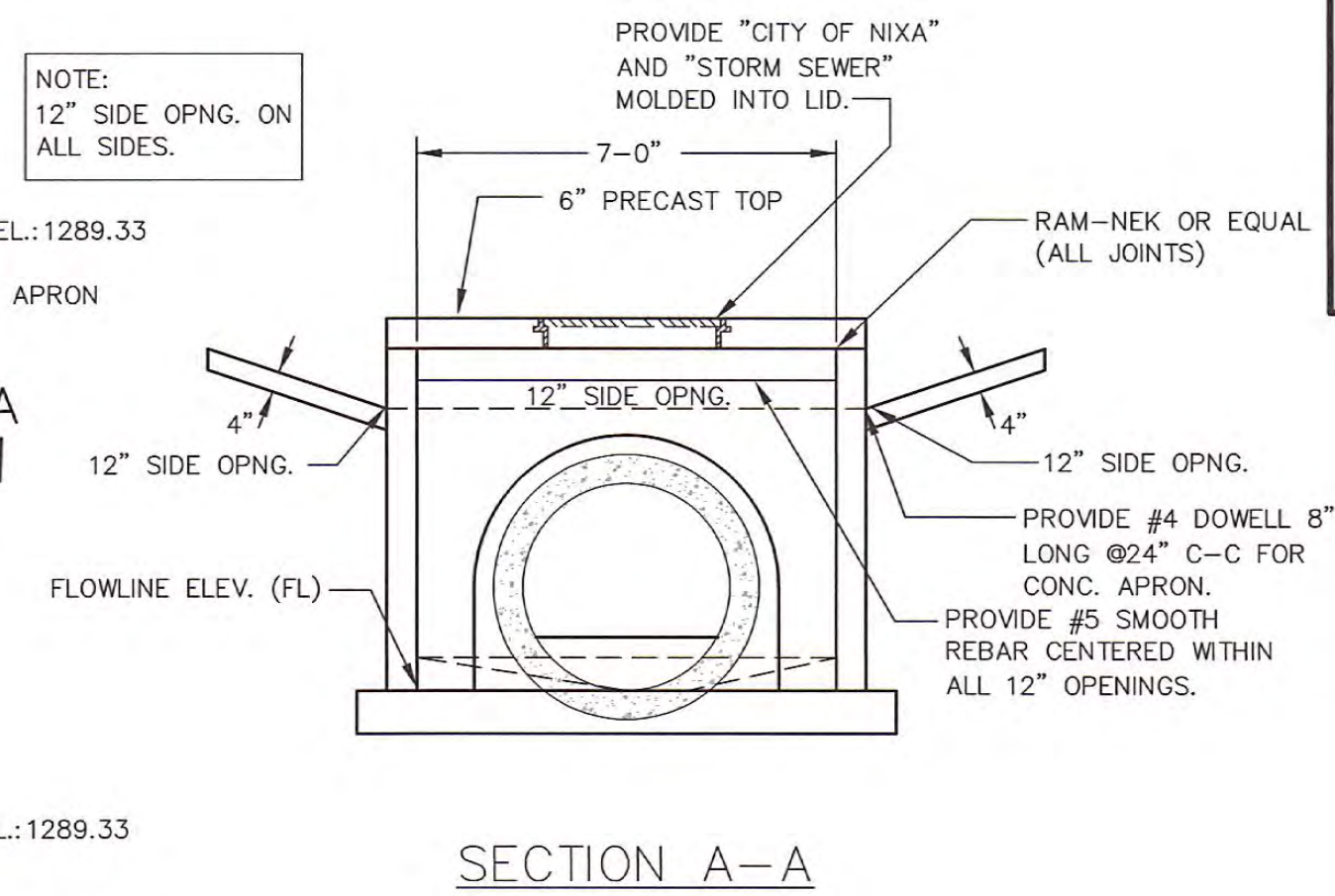
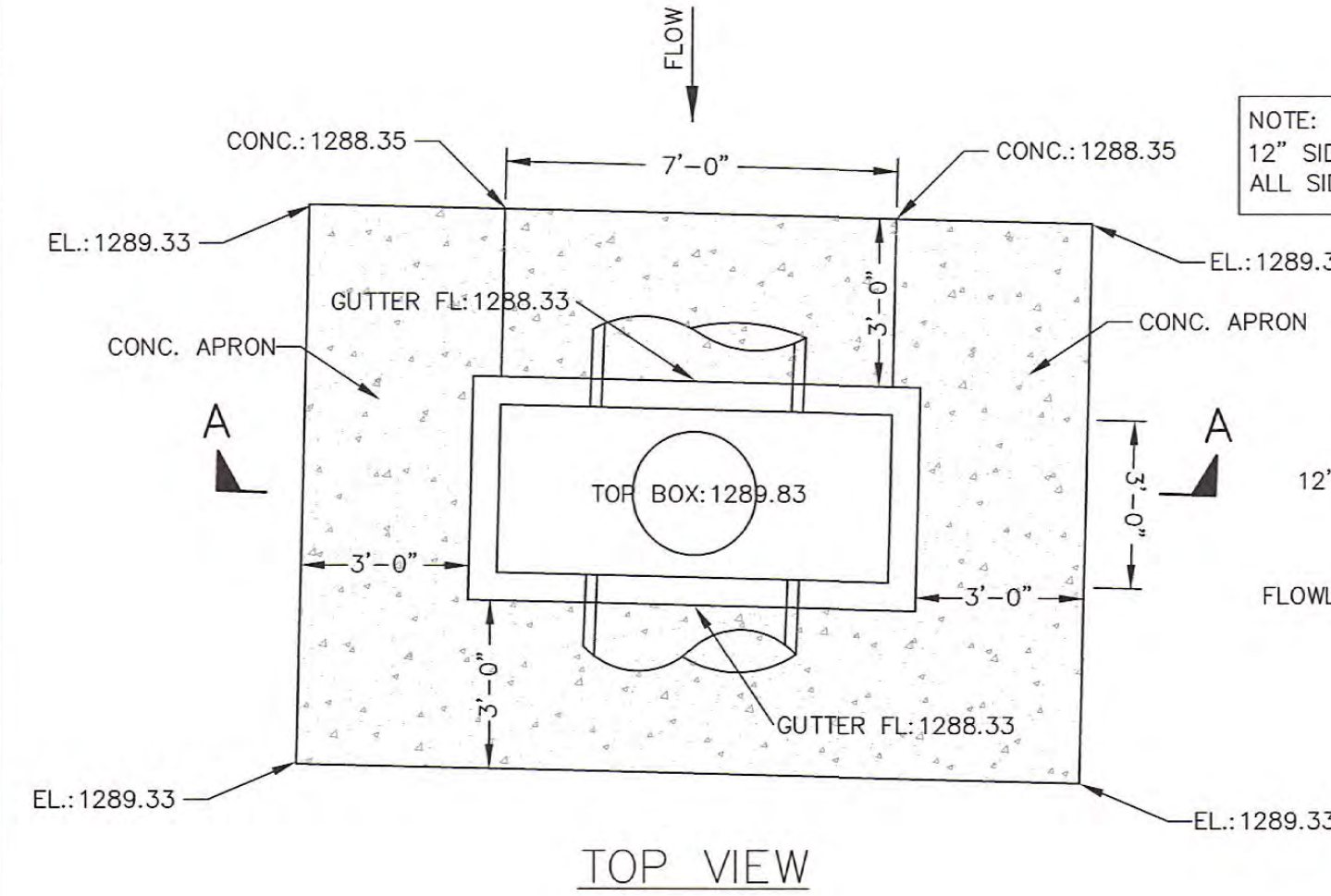
SECTION

CONCRETE THRUST BLOCKS

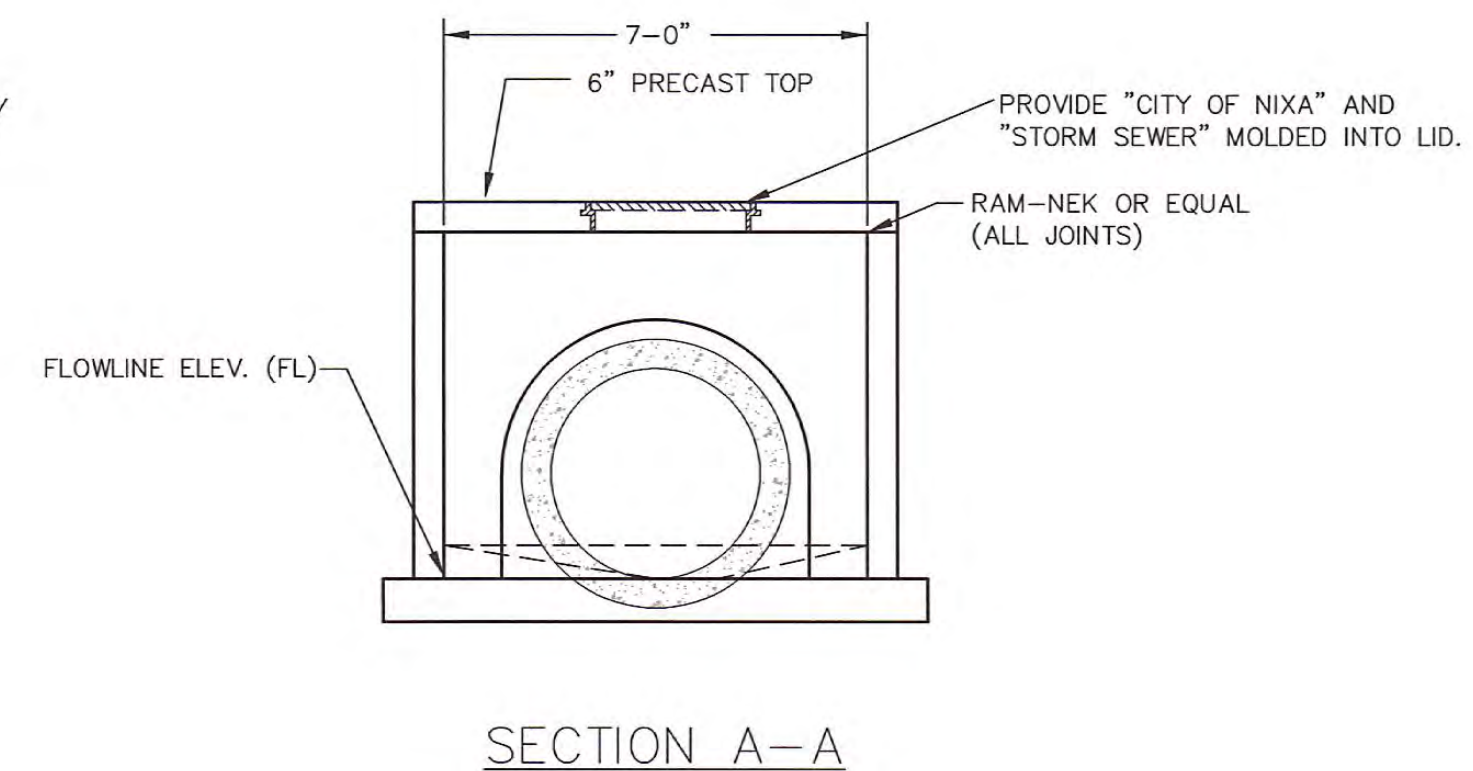
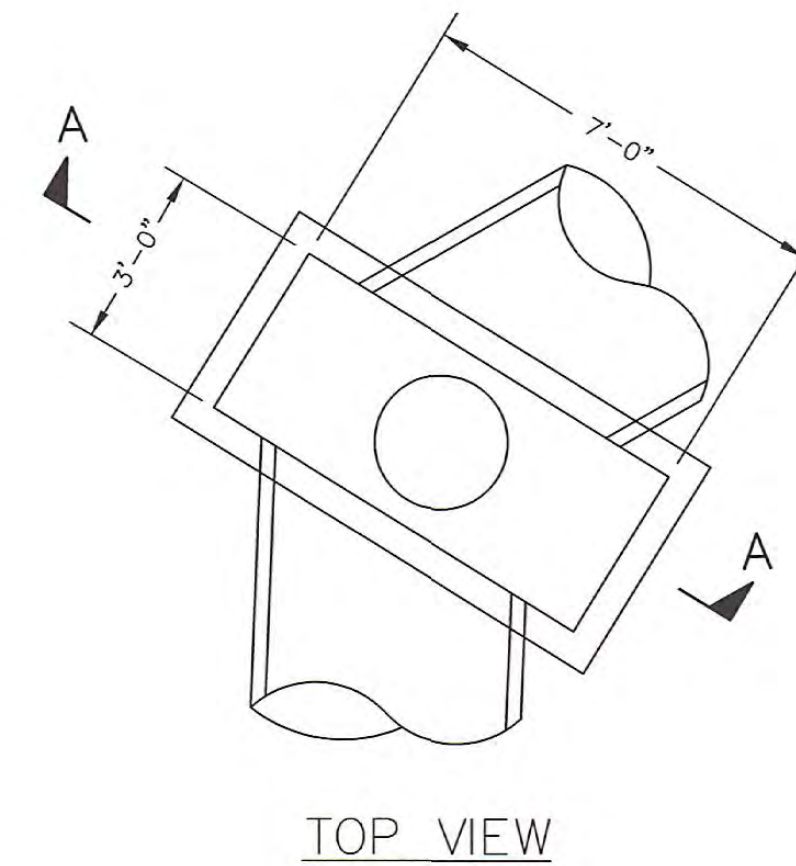
NOT TO SCALE



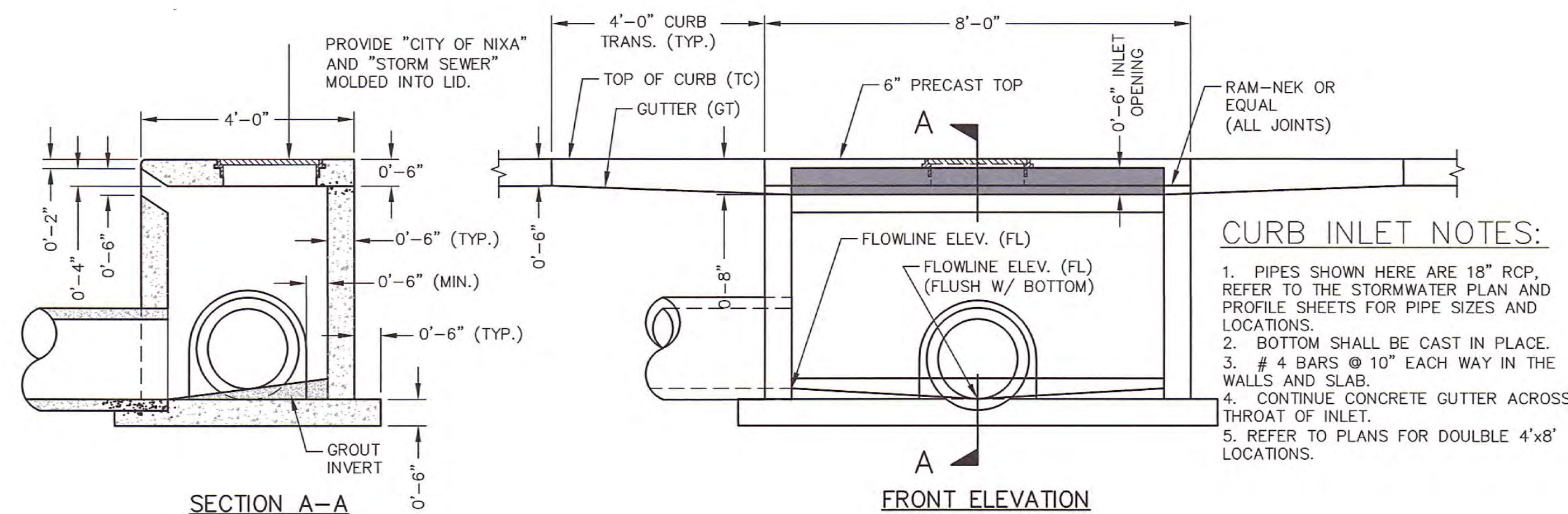
PRECAST CONC. AREA INLET B4(3'x7'I.D.)
NOT TO SCALE



PRECAST CONC. AREA INLET B7(3'x7'I.D.)
NOT TO SCALE



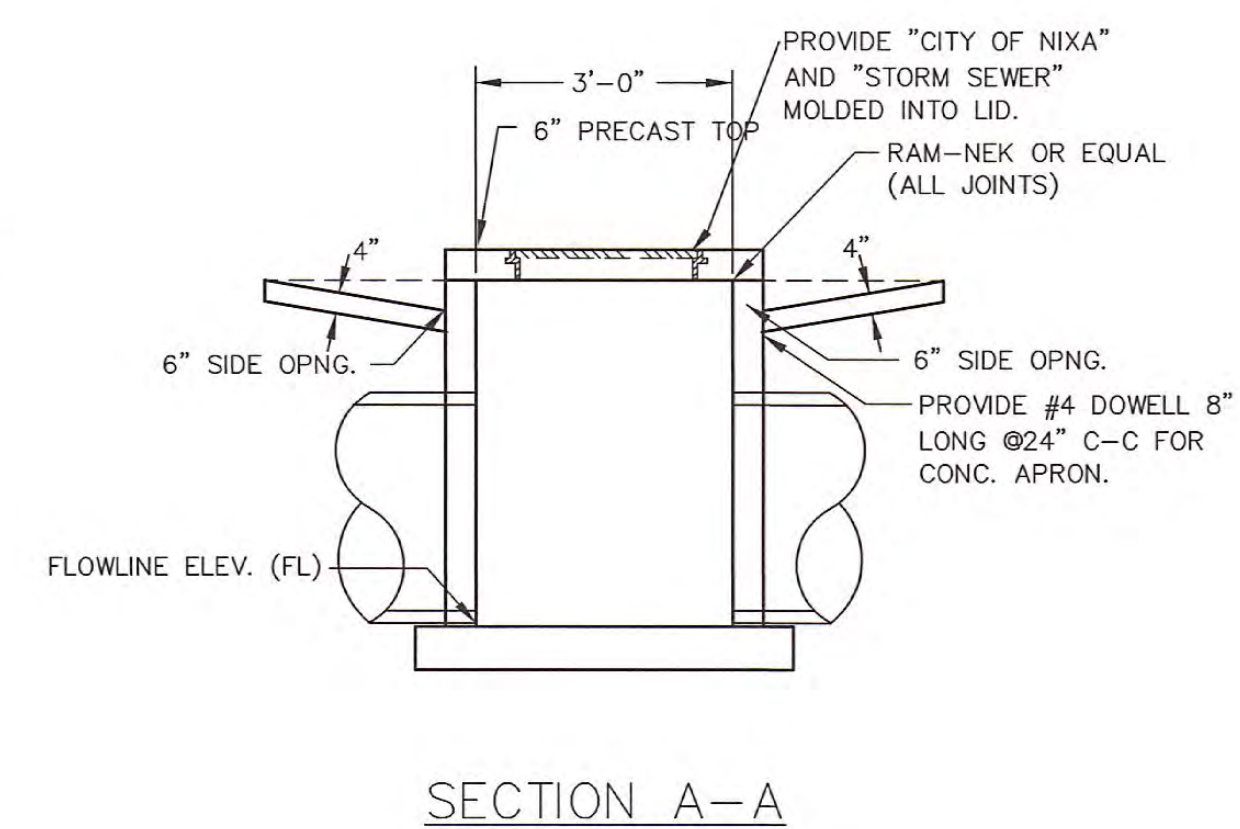
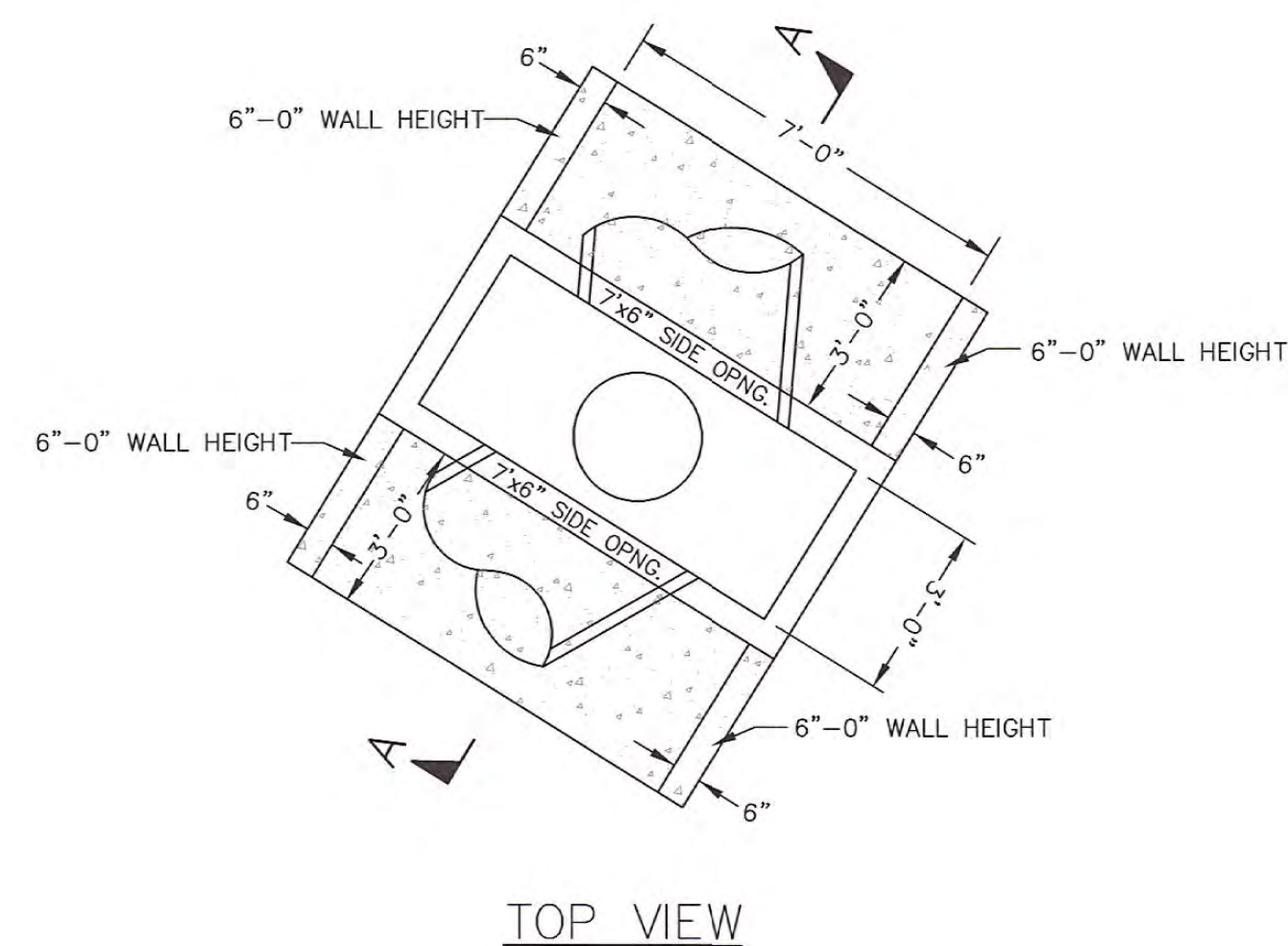
PRECAST CONC. JUNCTION BOX C1(3'x7'I.D.)
NOT TO SCALE



CURB INLET NOTES:

1. PIPES SHOWN HERE ARE 18" RCP. REFER TO THE STORMWATER PLAN AND PROFILE SHEETS FOR PIPE SIZES AND LOCATIONS.
2. BOTTOM SHALL BE CAST IN PLACE.
3. # 4 BARS @ 10" EACH WAY IN THE WALLS AND SLAB.
4. CONTINUE CONCRETE GUTTER ACROSS THROAT OF INLET.
5. REFER TO PLANS FOR DOUBBLE 4'x8' LOCATIONS.

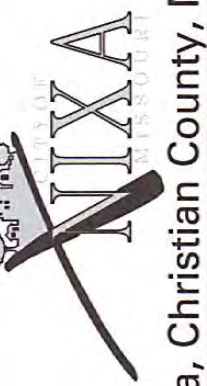
PRECAST CONC. CURB INLET (4'x8') B5 & B6
NOT TO SCALE



AREA INLET C2(3'x7'I.D.)
NOT TO SCALE

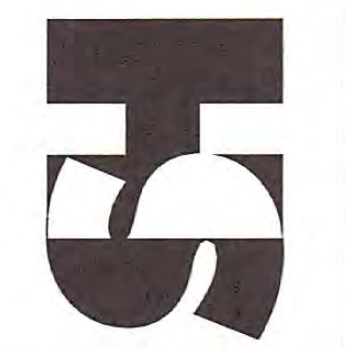


STORMWATER DRAINAGE IMPROVEMENTS
FROM
RICE ST. TO NORTH ST. PHASE 2



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CERTIFICATE OF AUTHORITY
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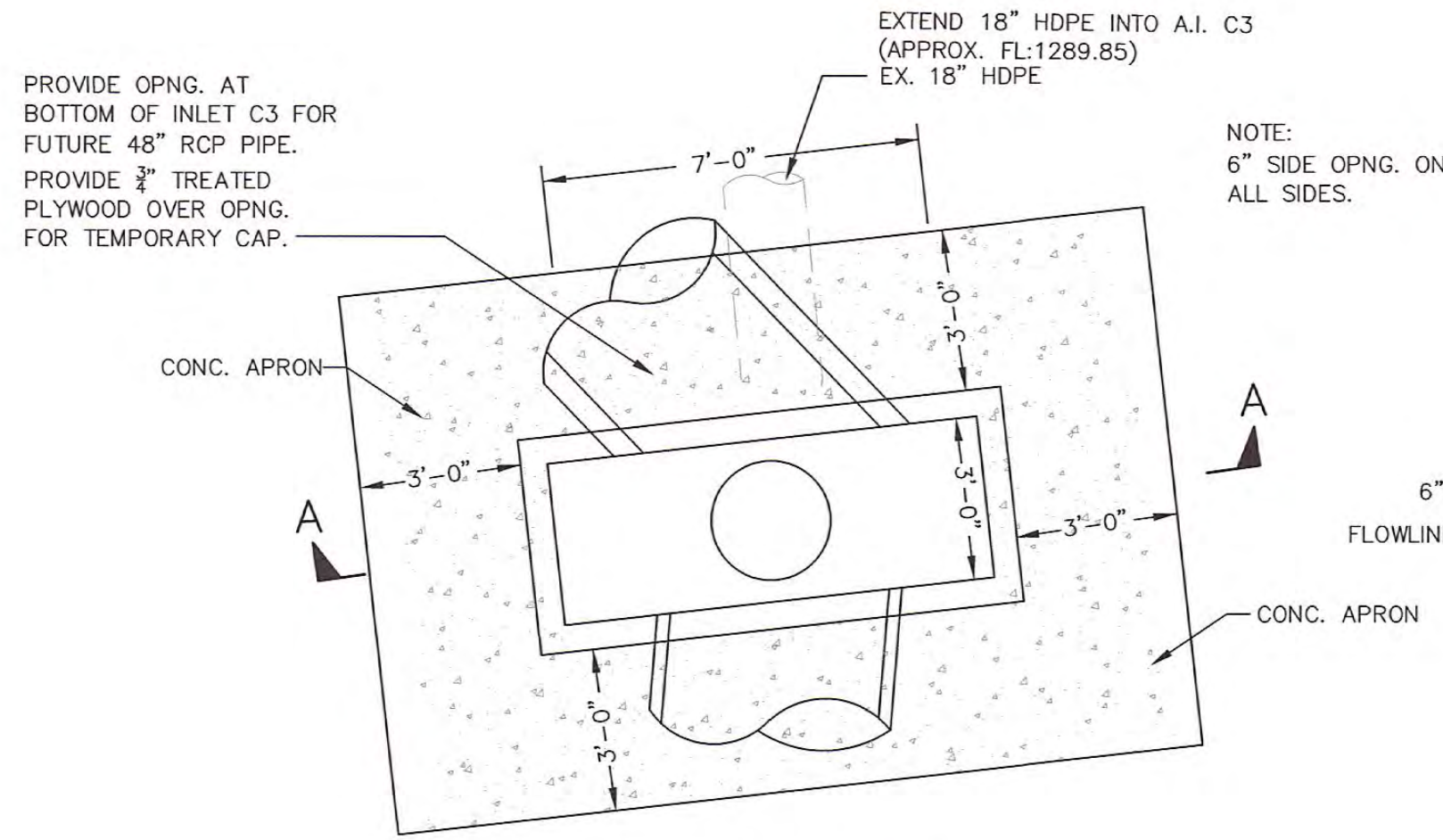


DETAILS

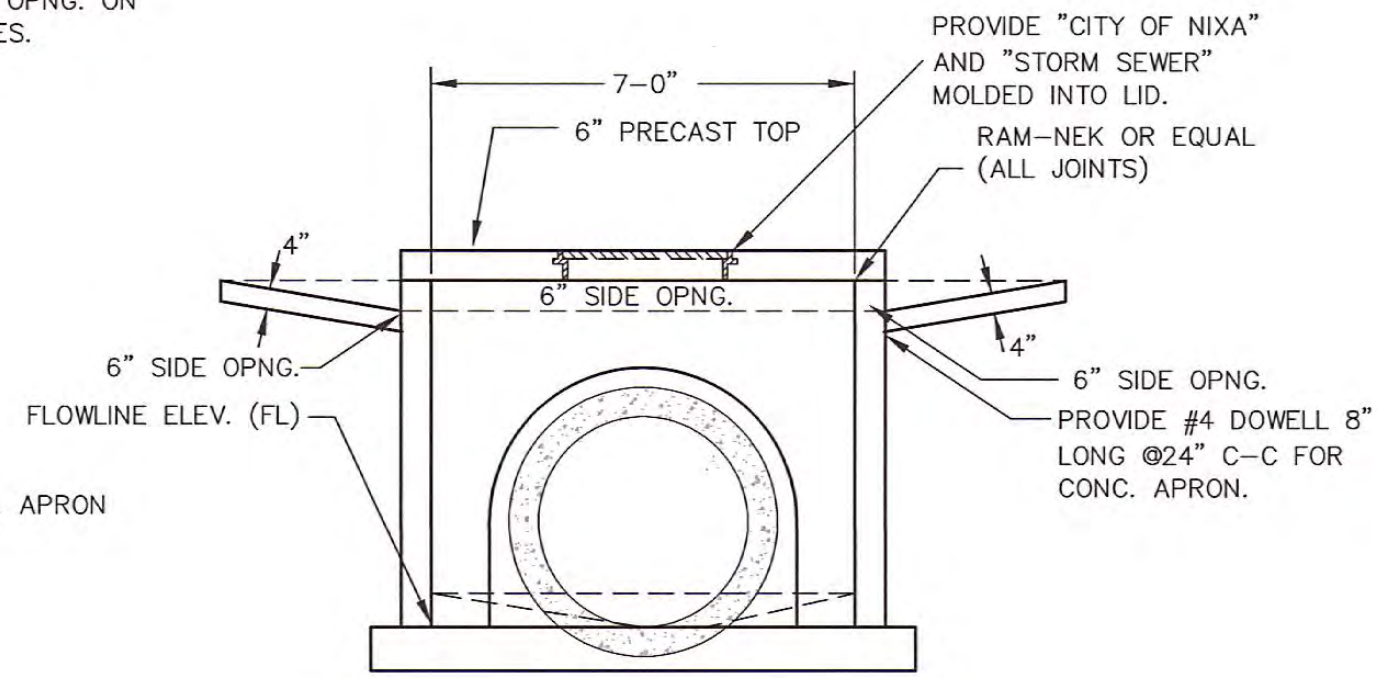
DESIGN BY JCMH
DRAWN BY GSM
CHECKED BY JCMH
DATE APRIL 2022
SCALE AS SHOWN

REVISIONS

JOB NO.
222002
SHEET
5 OF 8

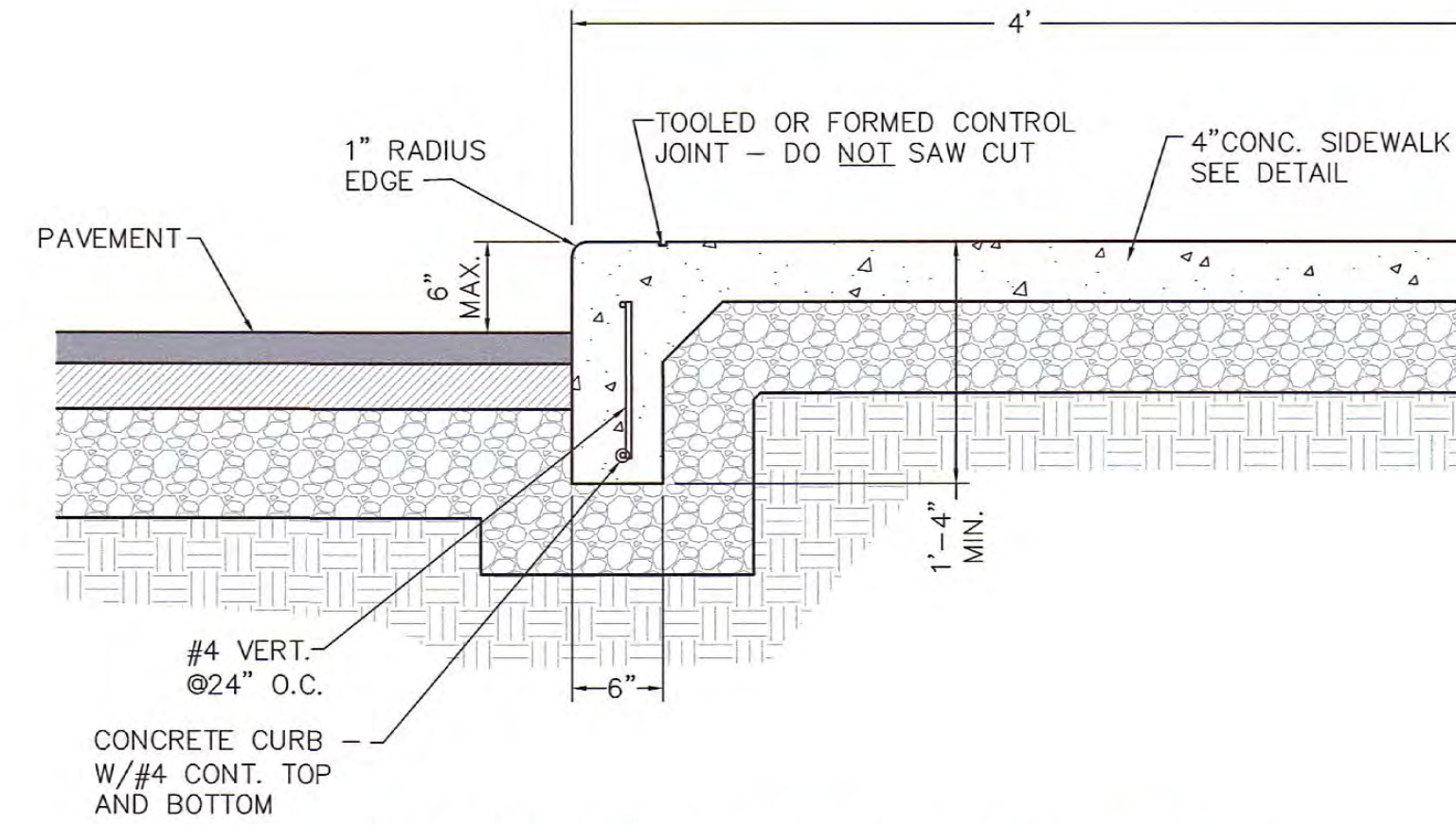


TOP VIEW

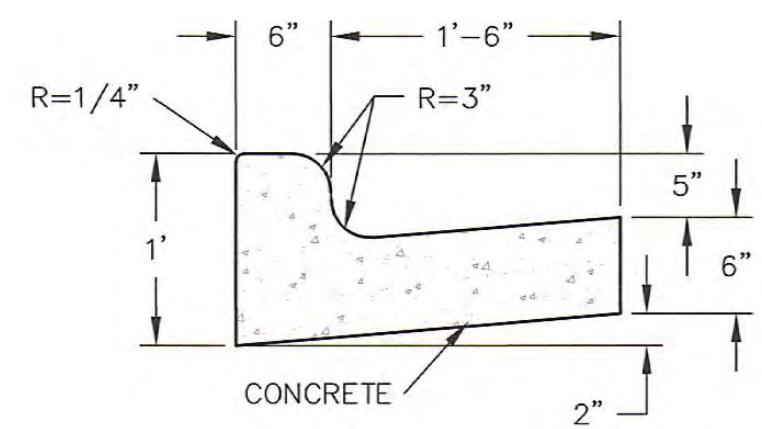


SECTION A-A

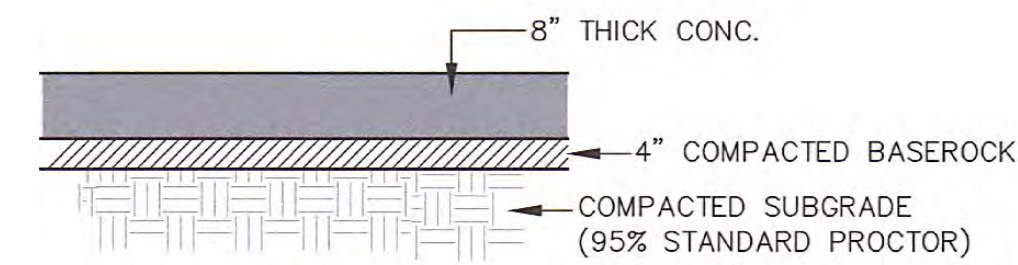
PRECASE CONC. AREA INLET C3(3'x7'I.D.)
NOT TO SCALE



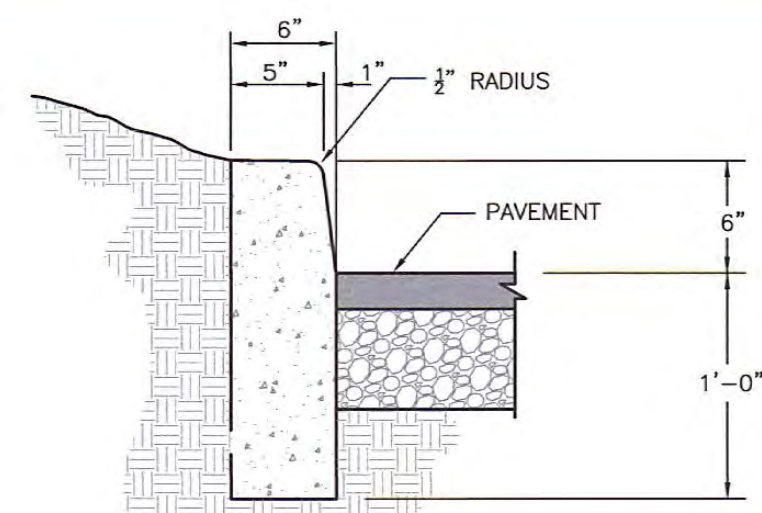
TURNED DOWN CONCRETE WALK DETAIL
NOT TO SCALE



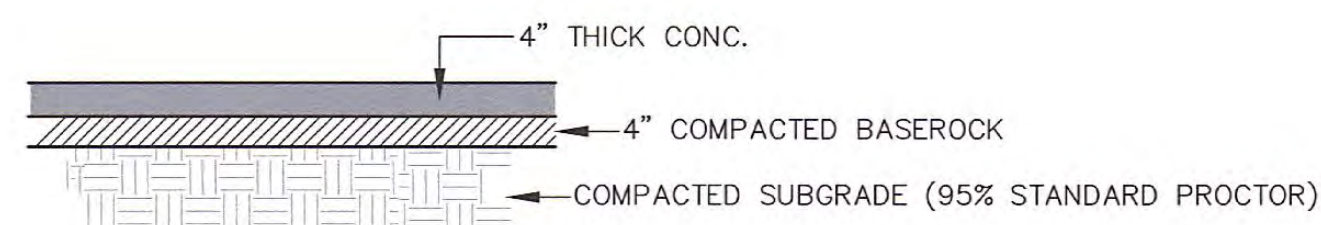
CONCRETE CURB AND GUTTER SECTION
NOT TO SCALE



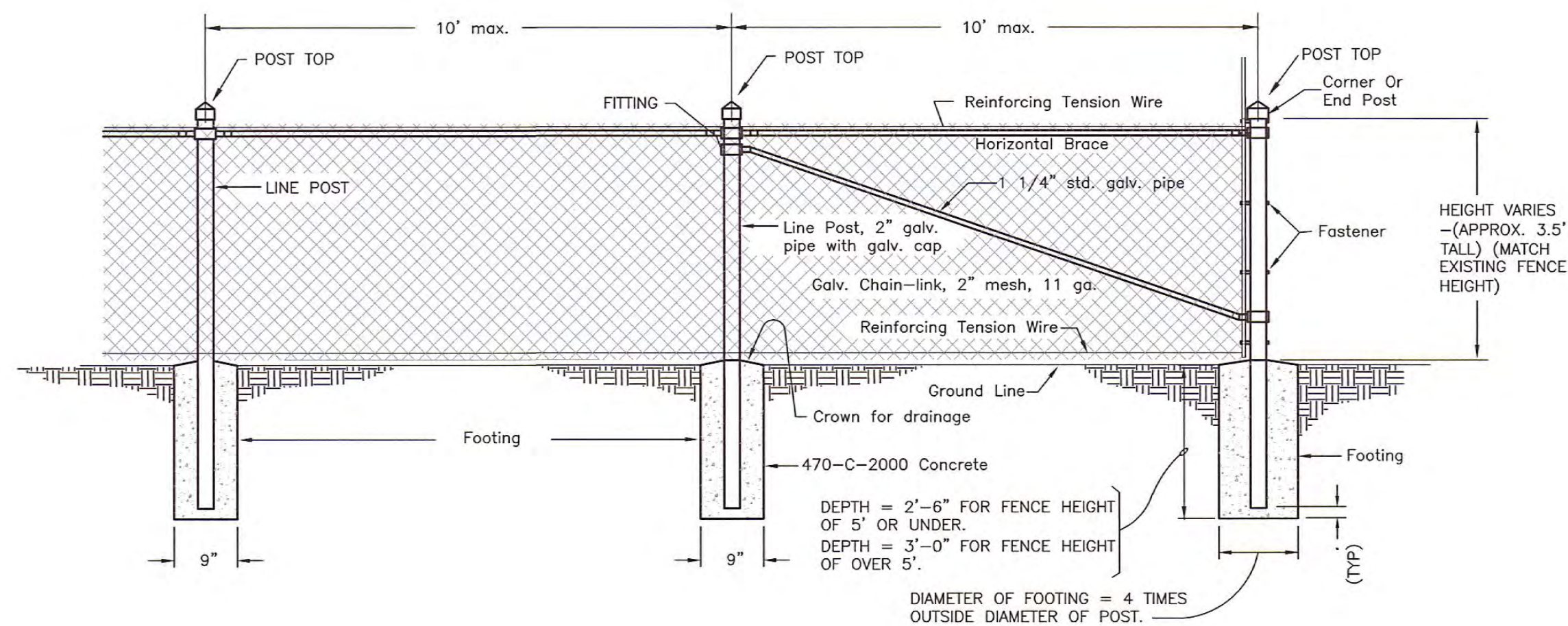
8" CONCRETE ROADWAY - CHERRY ST.
NOT TO SCALE



CONCRETE BARRIER CURB
NOT TO SCALE



CONCRETE DRIVEWAY DETAIL
NOT TO SCALE



CHAINLINK FENCE DETAIL
NO SCALE

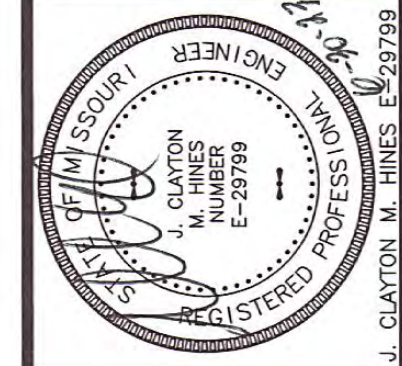


STORMWATER DRAINAGE IMPROVEMENTS

FROM RICE ST. TO NORTH ST. PHASE 2



Nixa, Christian County, Missouri



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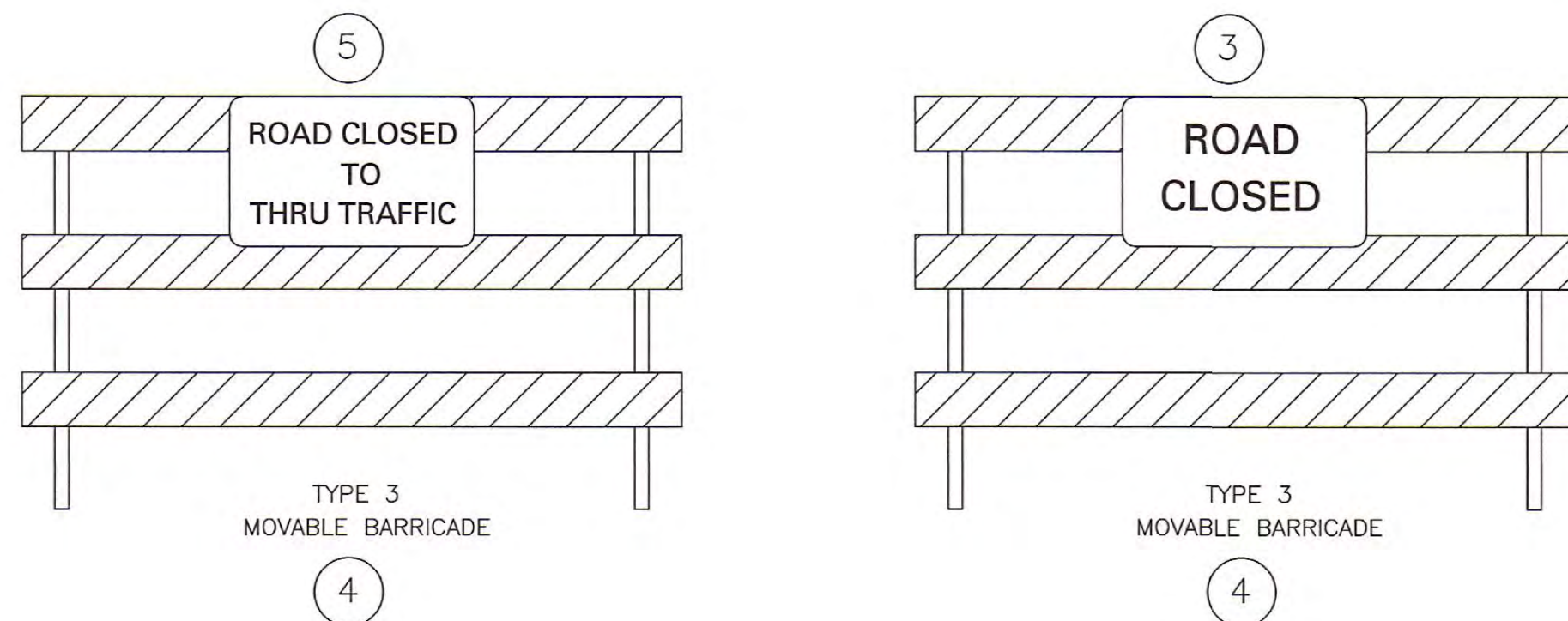
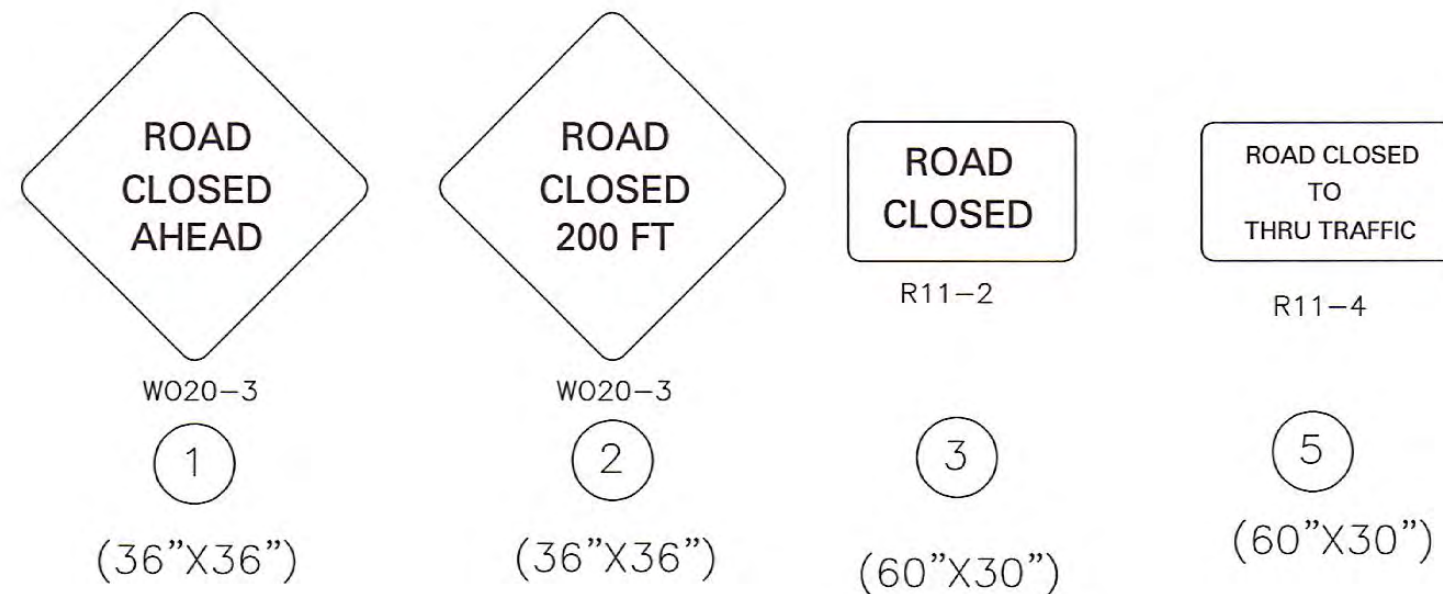
DETAILS

DESIGN BY JCMH
DRAWN BY GSM
CHKD BY JCMH
DATE APRIL, 2022
SCALE AS SHOWN

REVISIONS	

JOB NO.
222002

SHEET
6 OF 8



TRAFFIC CONTROL NOTES:

1. ALL CONSTRUCTION SIGNS AND BARRICADES MUST BE UTILIZED AND MAINTAINED IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 EDITION, REVISION 1 OR LATEST REVISION THEREOF.
2. ALL EXISTING SIGNS SHALL BE MAINTAINED AND RELOCATED WHEN NECESSARY. SIGNING SHALL BE INSTALLED PRIOR TO OPENING ANY SECTION OF THE ROADWAY FOR TRAFFIC.
3. SIGNAGE SHOWN SHALL REMAIN IN PLACE FOR THE PROJECT DURATION AND BE MODIFIED AS NECESSARY AND AS DIRECTED BY THE COUNTY.
4. ANY ALTERNATE TRAFFIC CONTROL PLAN MUST BE APPROVED IN WRITING BY THE COUNTY PRIOR TO IMPLEMENTATION.
5. SIGNS MAY BE PLACED ON PORTABLE 7' SIGN POSTS.
6. SIGN 5 MOUNTED ON TYPE 3 BARRICADES SHALL BE LIGHTWEIGHT PLASTIC.
7. ACCESS TO LOCAL PROPERTIES WITHIN THE WORK ZONE SHALL BE MAINTAINED AT ALL TIMES AND COORDINATED WITH PROPERTY OWNER.
8. CONFLICTING SIGNS SHALL BE COVERED OR RELOCATED, AS WORK PROGRESSES.
9. HARD CLOSURES OR SOFT CLOSURES AND SIGNAGE SHALL BE INSTALLED AS APPROPRIATE AT EACH SCHEDULED IMPROVEMENT.
10. TRAFFIC CONTROL SHALL BE REMOVED AS SOON AS PRACTICAL AFTER CONDITION FOR THE CLOSURE NO LONGER EXISTS.
11. SEE MISSOURI STANDARD PLANS DRAWING 616.20 "TEMPORARY TRAFFIC CONTROL DEVICES" FOR DETAILS NOT SHOWN.
12. PROVIDE SIDEWALK CLOSED SIGNS WHERE APPLICABLE.



TRAFFIC CONTROL PLAN

SCALE: 1" = 200'

616.8.8 (TA-8) Highway Closure - MT							
SPEED	SIGN SPACING (ft.)		TAPER LENGTH (ft.)		OPTIONAL BUFFER LENGTH (ft.)	CHANNELIZER SPACING (ft.)	
Normal Posted (mph)	Undivided (S)	Divided (S)	Shoulder (1) (T1)	Lane (2) (T2)	(B)	Tapers	Buffer/ Work Areas
0-35	200	200	-	-	250	-	-
40-45	350	500	-	-	360	-	-
50-55	500	1000	-	-	495	-	-
60-70	SA - 1000, SB - 1500, and SC - 2640		-	-	730	-	-

(1) Type 1 barricades may be used in emergency situations.

(2) ROAD CLOSED sign may be placed 7-10 feet behind the barricades and at a sign height appropriate to the type of roadway. One barricade should be required to completely close every 8-feet of pavement. Paved shoulders shall be included in the area to be closed.

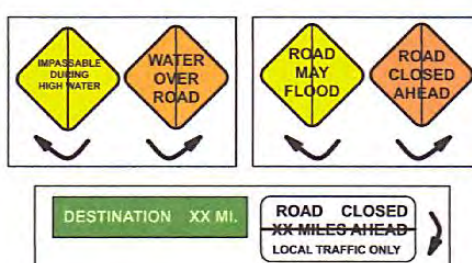
(3) If used, the ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY or ROAD CLOSED TO THRU TRAFFIC sign should be located at the first state route or, upon the discretion of the supervisor, any other intersection in advance of the closure. Additional barricades may be used and offset to facilitate access for work vehicles, local traffic, etc.

If the work space has an open void, for instance a bridge deck removal, the district may add temporary concrete traffic barriers at the drop area.

For long-term operations, refer to EPG 616.6.2.2 Flags and Advance Warning Rail System (AWRS).

Traffic control should be removed as soon as practical after condition for the closure no longer exists.

For water over road situations, permanent hinged signs may be considered at locations which experience recurring flooding. Possible sign combinations are:



For planned activities, Community Relations should be notified.

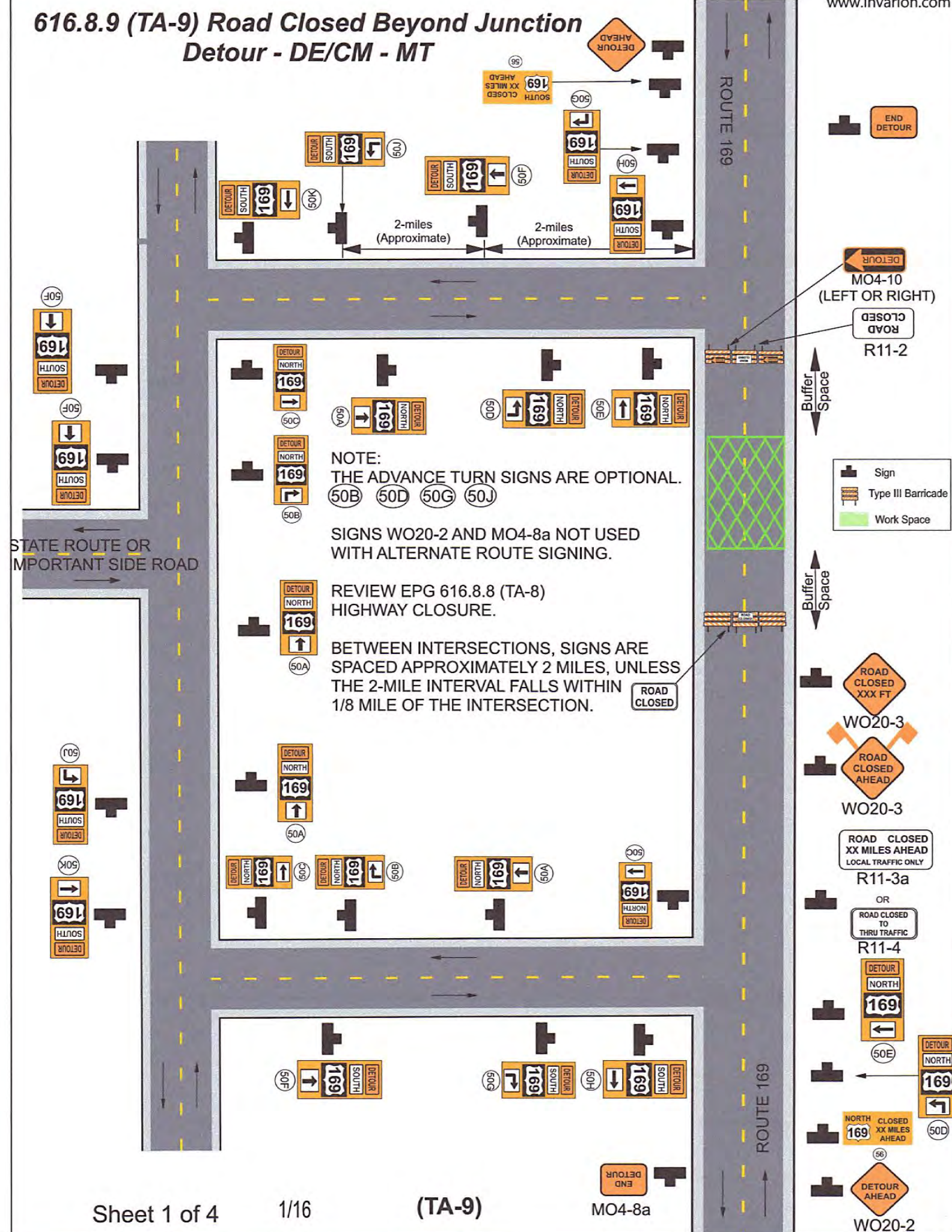
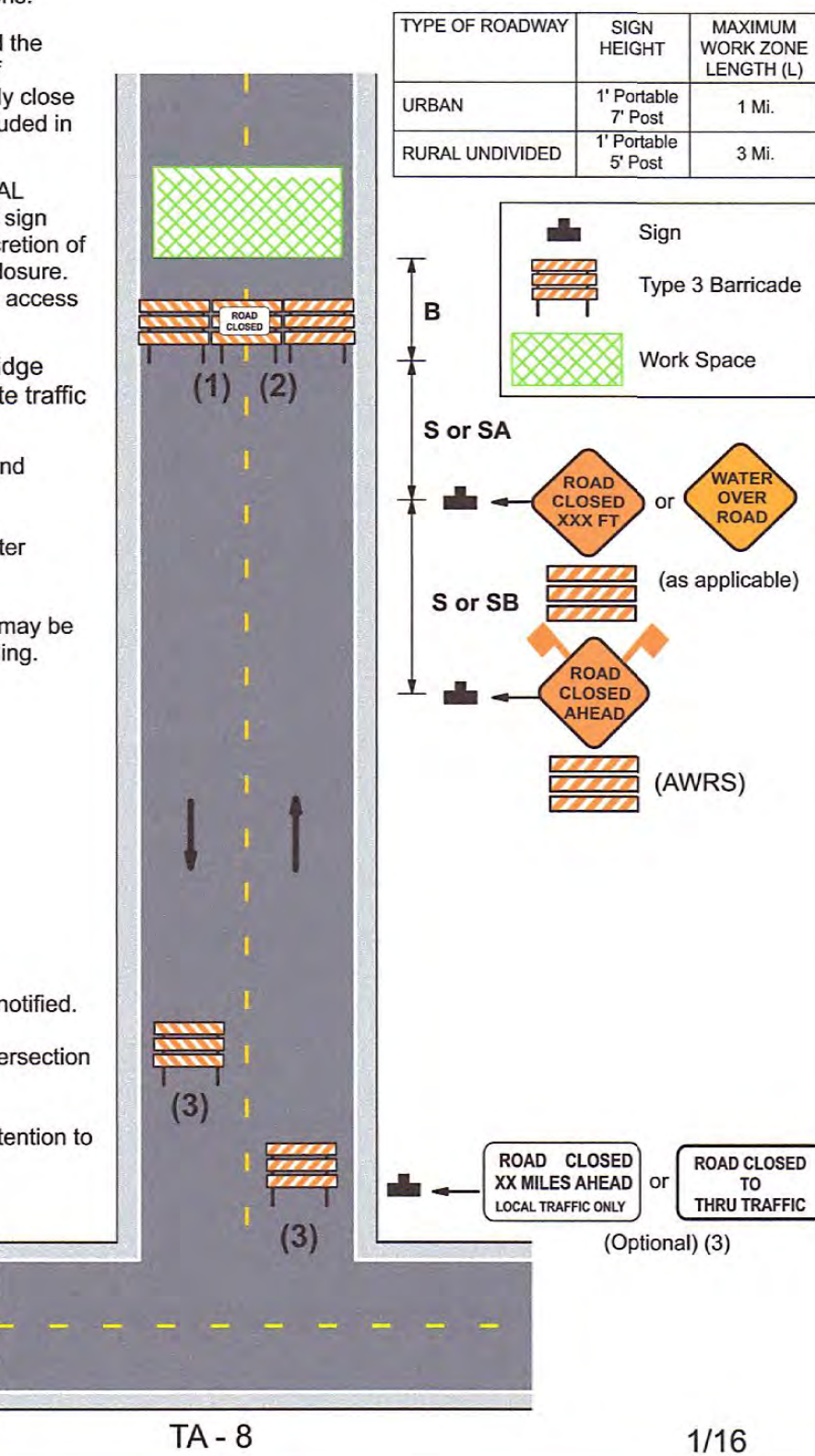
Additional warning signs should be erected at each intersection within the work zone.

Supplemental warning methods may be used to call attention to the work zone.

For long-term closure, detour signing should be considered.

For additional guidance for detours and signage review EPG 616.3.9 Detours and Diversions and EPG 616.6.19 DETOUR sign.

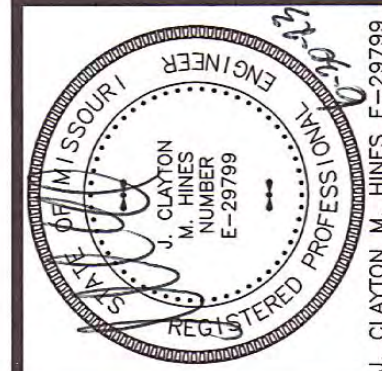
For detour signing, review EPG 616.8.9 Road Closed Beyond Junction Detour.



STORMWATER DRAINAGE IMPROVEMENTS
FROM
RICE ST. TO NORTH ST. PHASE 1



Nixa, Christian County, Missouri



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DETAILS

DESIGN BY JCWH
DRAWN BY GSM
CHKD BY JCWH
DATE MARCH, 2022
SCALE AS SHOWN

REVISIONS

JOB NO.

222002

SHEET

7 OF 8

OWNER & DEVELOPER:

CITY OF NIXA, MISSOURI
715 W. MT. VERNON
NIXA, MISSOURI 65714
(417)725-3785

TOTAL DISTURBED AREA:

±0.85 ACRES

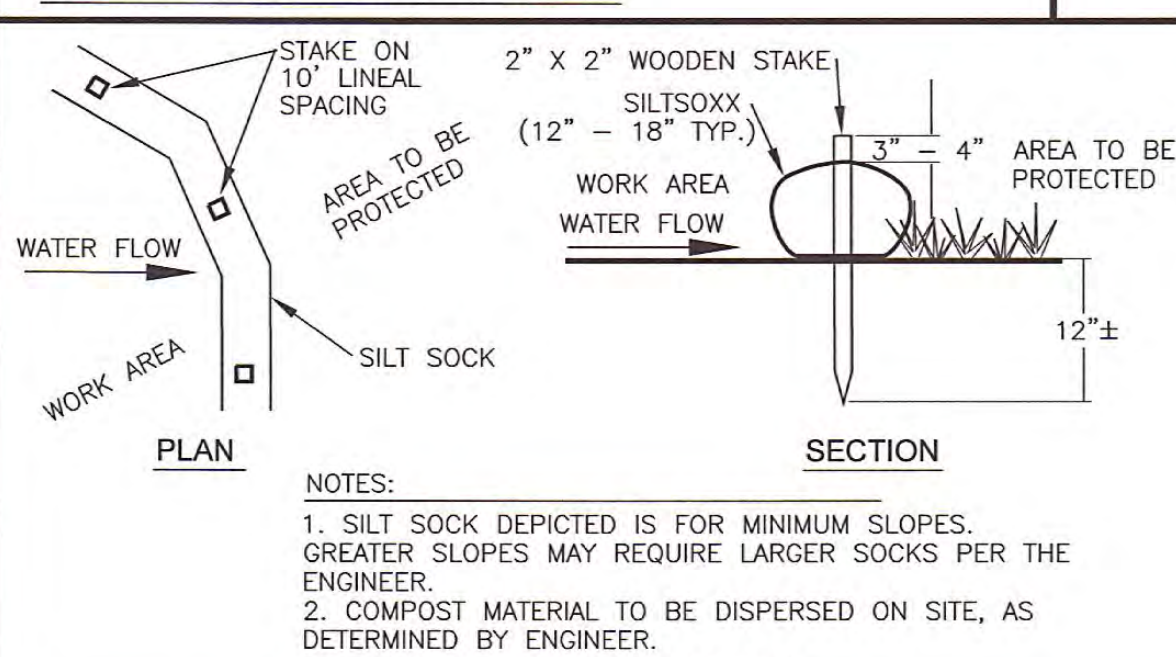
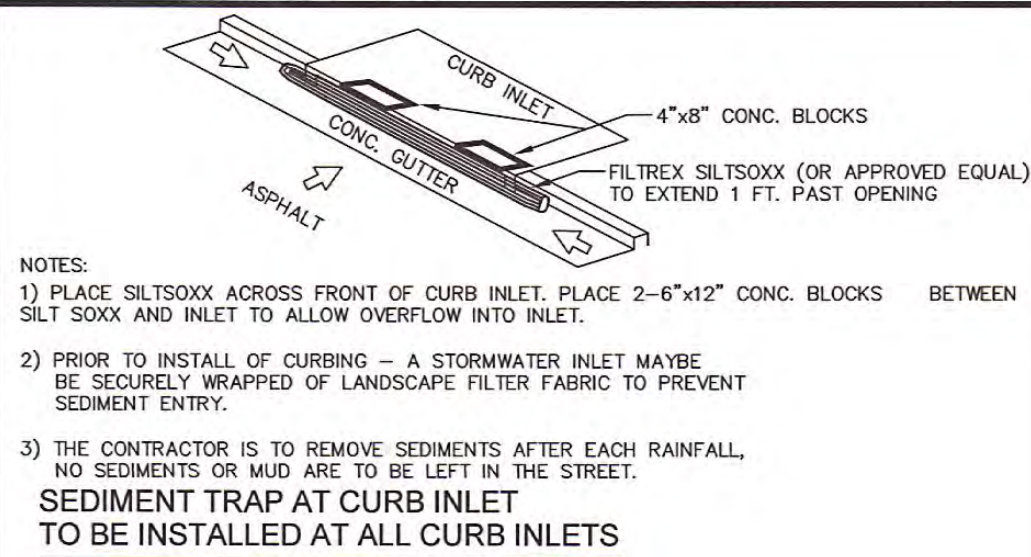
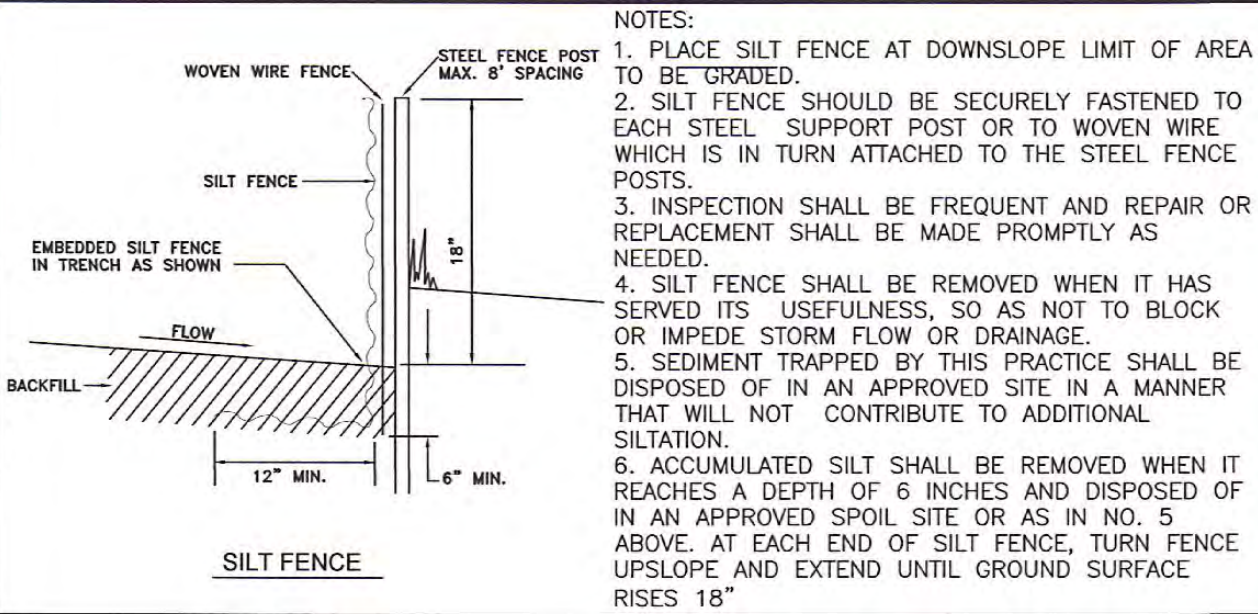
FACILITY CONTACT

CITY OF NIXA, MISSOURI
(417-725-3785)

NOTE: CONTRACTOR SHALL UPDATE SWPPP PREPARED WITH THE MSOP TO THIS SITE'S CONDITIONS.

CITY OF NIXA STORMWATER & SITE GRADING NOTES:

1. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS (APPROVED BY THE CITY OF NIXA) AND ONE (1) COPY OF THE APPROPRIATE CONSTRUCTION SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
2. CONSTRUCTION OF THE IMPROVEMENTS SHOWN OR IMPLIED BY THIS SET OF DRAWINGS SHALL NOT BE INITIATED OR ANY PART THEREOF UNDERTAKEN UNTIL THE CITY OF NIXA IS NOTIFIED OF SUCH INTENT, AND ALL REQUIRED AND PROPERLY EXECUTED BONDS AND PERMIT FEES ARE RECEIVED AND APPROVED BY THE CITY OF NIXA.
3. THE CITY OF NIXA CONSTRUCTION SPECIFICATIONS, LATEST EDITION, SHALL GOVERN CONSTRUCTION OF THIS PROJECT.
4. ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
5. ALL BACKFILL SHALL BE COMPACTED.
6. ALL MATERIALS AND WORKMANSHIP ASSOCIATED WITH THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF NIXA. THE CITY OF NIXA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE CITY OF NIXA CONSTRUCTION SPECIFICATIONS.
7. THE CONTRACTOR SHALL NOTIFY THE CITY OF NIXA PUBLIC WORKS DEPARTMENT A MINIMUM OF TWENTY-FOUR (24) HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. IN ADDITION A MINIMUM OF TWENTY-FOUR (24) HOURS NOTICE SHALL BE PROVIDED FOR ANY REQUIRED INSPECTIONS.
8. RELOCATION OF ANY WATER LINE, SEWER LINE OR SERVICE LINE THEREOF REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT HIS EXPENSE.



PERMANENT SEEDING

GENERAL : The work covered by this section consists of the furnishing of all labor, materials and equipment necessary for the complete seeding of newly graded areas and areas disturbed by the contractor during construction. Unless otherwise shown on the drawings, all disturbed pasture, grassed areas, and lawns (exclusive of woods and idle fields suitable for cultivation) shall be reseeded with normal plant seed mixtures as specified below.

DESCRIPTIVE SUBMITTALS: Descriptive submittals shall be made for all seeds and fertilizers intended for use on this project.

MATERIALS:

Fertilizer: Fertilizer shall be a commercial carrier of available nutrients. It shall be of the Urea-formaldehyde type, uniform in composition, dry, free-flowing, and in condition for application with suitable applying equipment.

APPLICATION RATE

Nitrogen (N) 90 lbs/acre
Phosphorus (P) 90 lbs/acre
Potash 90 lbs/acre
Lime 1500 lbs/acre ENM*

* ENM - effective neutralizing material as per State evaluation of quarried rock.

Seed shall be furnished in standard containers and labeled in accordance with the U.S. Department of Agriculture Rules and Regulations Under the Federal Seed Act. Wet, moldy or otherwise damaged seed will not be acceptable. The permanent seed mixture shall be as follows:

	Mixture	Purity	Germination
Tall Fescue	10%	95%	90%
Kentucky Blue Grass	1%	90%	85%
Creeeping Red Fescue	5%	95%	90%
Wheat or Rye	46%	95%	80%
Annual Rye Grass	38%	98%	90%

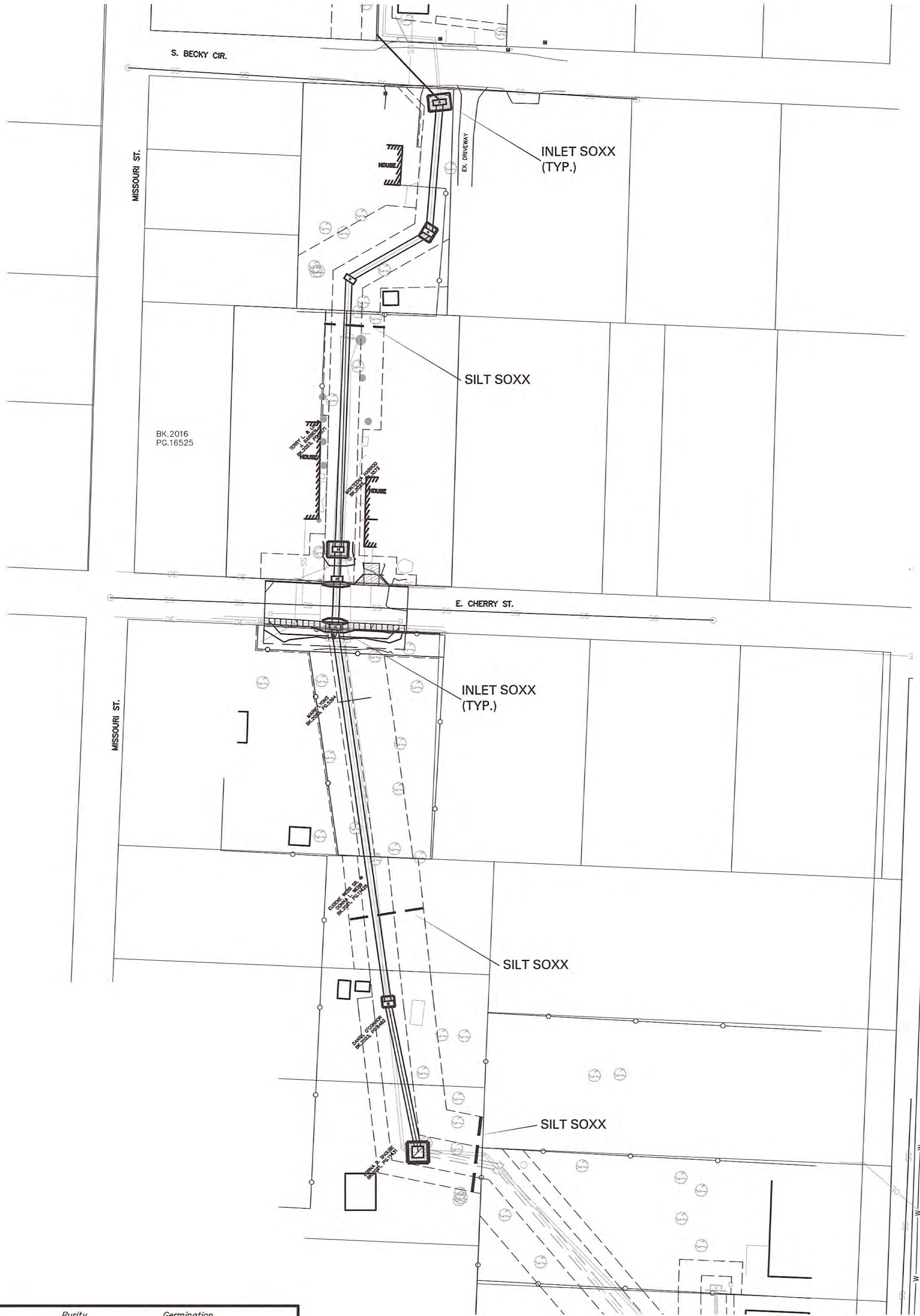
The seed shall be free from Johnson grass, Canadian thistle, or field bind weed seed, and shall not contain more than 2 percent of other weed seeds. A certification of these mixtures shall be furnished to the Engineer prior to seeding.

Mulch: Materials for mulch shall consist of native hay, straw, or other approved locally available material. Mulch material which contains an excessive quantity of matured seed of noxious weeds or other species which would grow and be detrimental to overseeding or provide a menace to farm land will not be acceptable. Straw or other mulch material which is fresh or excessively brittle, or in such an advanced stage of decomposition as to smother or retard the growth of grass or the seeded cover crop will not be acceptable. Mulch rate shall be 4,500 lbs. per acre.

GRADING & SEEDING: Unless otherwise specified, all disturbed areas shall be graded with at least 4" of topsoil. Before final raking, areas to be seeded shall be fertilized with the specified mixture by spreading evenly using a mechanical spreader of the rotary type. The area shall then be raked to a smooth even surface, the soil loosened to a depth of at least 1" and seeded. The seed shall be evenly distributed over the area at a rate of 3 pounds per 1,000 square feet using a mechanical seeder. The seeded area shall be maintained as necessary until the project is completed.

Allowable seeding dates are as follows:
Perennial Grasses: March 1 to May 15 or August 15 to October 15
Temporary Cover: May 15 to August 15
Overseeding: October 15 to March 1

SEDIMENT AND EROSION CONTROL PLAN



SITE PLAN

SCALE: HOR. 1" = 50'

SEDIMENT AND EROSION CONTROL PLAN

CONSTRUCTION SEQUENCE:

1. INSTALL SILT FENCE AS SHOWN.
2. INSTALL UTILITIES AND STORM SEWER.
3. CONSTRUCT STREETS AND SIDEWALKS.
4. AFTER GRADING IS COMPLETE, PLACE TOPSOIL AT A MINIMUM DEPTH OF 4" IN ALL AREAS EXCEPT IMPERVIOUS AREAS. HYDROSEED ALL AREAS.



SILT FENCE

Construction Specifications:

Materials:

Use a synthetic fabric which contains ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F; has an equivalent opening size of a U.S. standard sieve of 70; and the tensile strength at 20 percent elongation is 30 lb./lineal inches.

Posts shall be either 4-inch diameter wood or 1.33 pounds per linear foot steel with a minimum length of five feet. Steel posts shall have projections for fastening wire to them.

If wire fence reinforcement is used, it shall be 36 inches high, 14-gauge, and a maximum mesh spacing of 6 inches.

Construction of Barrier for Low Flows not Exceeding 1 cfs:

The height of a filter barrier shall be a minimum of 15 inches and shall not exceed 18 inches.

The stakes shall be spaced a maximum of three feet apart at the barrier location and driven securely into the ground (minimum of eight inches).

A trench shall be excavated approximately four inches wide and four inches deep along the line of stakes and upslope from the barrier.

The filter material shall be stapled to the wooden stakes using at least 6-inch long staples, and eight inches of the fabric shall be extended into the trench. Filter material shall not be stapled to existing trees.

The trench shall be backfilled and the soil compacted over the filter material.

If a filter barrier is to be constructed across a ditch line or swale, the barrier shall be of sufficient length to eliminate end flow, and the plan configuration shall resemble an arc or horseshoe with the ends oriented upslope.

Filter barriers shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

Construction of Silt Fence When Only Sheet and Overland Flows are Expected

The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).

The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.

Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (Minimum of 18 inches) when used with the wire support fence, otherwise, post spacing shall not exceed three feet.

A trench shall be excavated approximately four inches wide and four inches deep along the line of posts and upslope from the barrier.

When a wire mesh support is used, the fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of two inches and shall not extend more than 36 inches above the original ground surface.

The filter fabric shall be stapled or wired to the fence, and eight inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface.

The trench shall be backfilled and the soil compacted over the filter fabric.

Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

Maintenance:

Inspect sediment fences at least once a week and after each rainfall. Make any required repairs immediately.

Should the fabric of a sediment fence collapse, tear, decompose, or become ineffective, replace it promptly.

Remove sediment deposits as necessary after each storm to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.

Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

TEMPORARY SEEDING

Specifications:

Complete grading before preparing seedbeds and install all necessary erosion control practices, such as dikes, waterways, and basins. Minimize steep slopes because they make seedbed preparation difficult and increase the erosion hazard. If soils become compacted during grading, loosen them to a depth of 6-8 inches using a ripper, harrow, or chisel plow.

Seedbed Preparation:

Good seedbed preparation is essential to successful plant establishment. A good seedbed is well pulverized, loose, and uniform. Where hydroseeding methods are used, the surface may be left with a more irregular surface of large clods and stones.

Liming - Apply lime according to soil test recommendations. If the pH (acidity) of the soil is not known, an application of ground agricultural limestone at the rate of two tons/acre is usually sufficient. Apply limestone uniformly and incorporate into the top 4-6 inches of soil. Soils with a pH of six or higher need not be limed.

Fertilizer - Base application rates on soil tests. When these are not possible, apply a 10-10-10 grade fertilizer at 700-1,000 lb./acre. Both fertilizer and lime should be incorporated into the top 4-6 inches of soil.

Surface roughening - If recent tillage operations have resulted in a loose surface, additional roughening may not be required except to break up large clods. If rainfall causes the surface to become sealed or crusted, loosen it just prior to seeding by disking, raking, harrowing, or other suitable methods. Groove or furrow slopes steeper than 3:1 on the contour before seeding.

Plant Selection:

Annual rye grass, wheat or oats should be used for temporary seeding.

Seeding:

Evenly apply seed using a cyclone seeder (broadcast), drill cultipacker seeder, or hydroseeder.

Annual rye grass should be applied at a rate of 120 lbs./acre. Broadcast seeding and hydroseeding are appropriate for steep slopes where equipment cannot be driven. Hand broadcasting is not recommended because of the difficulty in achieving a uniform distribution.

Small grains should be planted no more than one inch deep, and grasses and legumes no more than 1/2 inch. Broadcast seed must be covered by raking or chain dragging, and then lightly firmed with a roller or cultipacker. Hydroseeded mixtures should include a wood fiber (cellulose) mulch.

Mulching:

The use of an appropriate mulch will help ensure establishment under normal conditions and is essential to seeding success under harsh site conditions. Harsh site conditions include:

- a) Seeding in fall or winter cover (wood fiber mulches are not considered adequate for this use),
- b) Slopes steeper than 3:1,
- c) Excessively hot or dry weather,
- d) Adverse soils (shallow, rocky, or high in clay or sand, and
- e) Areas receiving concentrated.

If the area to be mulched is subject to concentrated waterflow, as in channels, anchor mulch with netting.

Maintenance:

Refertilize areas if growth is not adequate. Reseed, refertilize, and mulch immediately following erosion or other damage.

STORMWATER DRAINAGE IMPROVEMENTS

FROM
RICE ST. TO NORTH ST.



Nixa, Christian County, Missouri



SHAFFER & HINES, INC.
CERTIFICATE OF AUTHORITY
LICENSE NO. 001665

SHAFFER & HINES
CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS

P.O. Box 493, Nixa, Missouri, 65714
Tel: (417) 725-4663 - Fax: (417) 725-5230
Email: chines@shaferhines.com



SEDIMENT & EROSION
CONTROL PLAN

DESIGN BY JCMH
DRAWN BY GSM
CHKD BY JCMH
DATE MARCH, 2022
SCALE AS SHOWN

REVISIONS

NO.	DESCRIPTION

JOB NO.

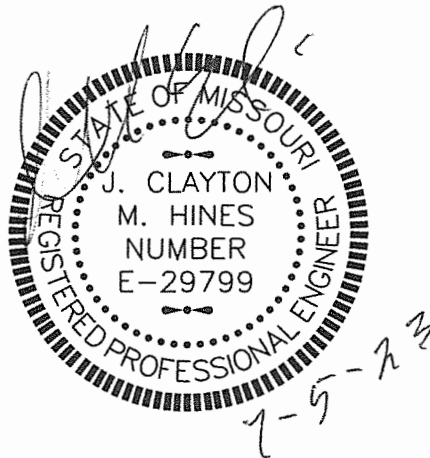
222002

SHEET

8 OF 8

BID DOCUMENTS
FOR
STORMWATER DRAINAGE IMPROVEMENTS
FROM
RICE STREET TO NORTH STREET
PHASE 2
FOR THE
CITY OF NIXA, MISSOURI

Revised July 5, 2023



PREPARED BY:

SHAFFER & HINES, INC.
CONSULTING ENGINEERS & SURVEYORS
729 W. Mt. Vernon - P.O. BOX 493
NIXA, MISSOURI 65714
(417) 725 - 4663, Fax: (417) 725-5230

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST.
PHASE 2
FOR THE CITY OF NIXA, MISSOURI**

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**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST.
PHASE 2
FOR THE CITY OF NIXA, MISSOURI**

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ADVERTISEMENT FOR BIDS

Separate sealed bids will be received by the City of Nixa until Monday, July 31, 2023 at the City of Nixa Public Works Department, 1111 Kathryn St., Nixa, MO for Stormwater Drainage Improvements from Rice Street to North Street Phase 2. At said time and place and promptly thereafter, all bids that have been duly received will be publicly opened and read aloud.

The work generally consists of 48" RCP Pipe, 48" HDPE Pipe, Pre-cast Concrete Drainage Boxes, Concrete Street, Concrete Curb, Traffic Control, Finish Grading, Clean-up and Erosion Control.

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. A bidders list will be held at Shaffer & Hines, Inc. and you must call (417) 725-4663 or email chines@shafferhines.com to be placed on this bidders list.

The Owner reserves the right to reject any or all bids for a sound, documented reason.

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 on the forms provided to the City Nixa in the amount of 100 percent of the contract price in conformity with the requirements of the General Conditions.

The prevailing wage law which became effective on August 28, 2018 allows projects having a construction cost under \$75,000 an exemption from paying prevailing wage. Those projects having a construction cost over \$75,000 shall be at least equal to the prevailing wage rates as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards.

The Contractor and his subcontractors will be obligated not to discriminate in employment practices. The nondiscrimination stipulations and wage rate determinations are included in the contract documents.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

**MAYOR AND CITY COUNCIL
CITY OF NIXA, MISSOURI**

SIGNATURE PAGE

Project: Stormwater Drainage Improvements from Rice St. to North St. Phase 2

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.	
DOING BUSINESS AS (DBA) NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TAXPAYER ID NUMBER (TIN)	TAX PAYER ID (TIN) TYPE (CHECK ONE) ____ FEIN ____ SSN
VENDOR TAX FILING TYPE WITH THE IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE) Corporation Individual State/Local Government Partnership Sole Proprietor Other:	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

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

CITY OF NIXA
STATEMENT OF NO PROPOSAL
Stormwater Drainage Improvements from Rice St. to North St. Phase 2

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO: _____ TO:

City of Nixa
Stephanie Ewing
P.O. Box 395
Nixa, MO 65714
or **Fax** it to **417-725-2480**.

We the undersigned, have declined to bid on your proposal for: _____ for the following reasons.

- _____ Insufficient time to respond to invitation to bid.
- _____ We do not offer this product/s or equivalent.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Our schedule would not allow us to perform.
- _____ Specifications unclear (please explain below).
- _____ Other (Please specify below).

Remarks: _____

Vendor Information:

Company Name: _____
Address: _____
Signature and Title _____
Telephone Number _____ Date: _____

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST.
PHASE 2
FOR THE CITY OF NIXA, MO**

INSTRUCTIONS TO BIDDERS

BIDS: Each bid shall be legibly written or printed in ink on the form provided in this bound copy of proposed contract documents. No alterations in the printed forms therefore, by erasures, interpolations, or otherwise, will be acceptable. No alterations in the Contractors bid will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Owner may require the bidder to identify any alteration so initialed. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.

Each bid shall be enclosed in a sealed envelope or wrapping, addressed to the City of Nixa, identified on the outside with the words, "Bid for Stormwater Drainage Improvements from Rice St. to North St. Phase 2, for the City of Nixa, Missouri."

No bidder may submit more than one bid on each contract. Multiple bids under different names will not be accepted from one firm or association.

WITHDRAWAL OF BIDS: No bidder may withdraw his bid for sixty (60) days after the date and hour set for opening. A bidder may withdraw his bid at any time prior to expiration of the period during which bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid Form.

ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the bid which is the lowest responsive bid from a responsible bidder; to reject any or all bids; and to waive irregularities or informalities in any bid. Bids received after the specified time of opening will be returned unopened.

SIGNATURE OF BIDDERS: Each bidder shall sign the Bid Form using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons who affix to their signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, evidence of the authority of the person signing shall be furnished.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST.
PHASE 2
FOR THE CITY OF NIXA, MO**

INSTRUCTIONS TO BIDDERS

delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Engineer. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

PROSECUTION OF WORK: Each bidder shall satisfy the Owner of his ability to complete the work within the allowable time set forth in the Bid Form. Attention is directed to the General and Supplementary Conditions relative to delays, extensions of time and liquidated damages.

QUALIFICATION OF BIDDERS: Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon and that they have the financial resources to complete the proposed work.

Contract award will be made only to responsible contractors possessing the ability to perform successfully, which will be determined by considering such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Each bidder may be required to show that he has handled former work so that no just claims are pending against such work. No bid shall be accepted from a bidder who is engaged on any work which would impair his ability to perform or finance this work.

EQUIVALENT MATERIALS AND EQUIPMENT: When manufacturers' names are used, they are used to establish a standard and the words "or equal", if not stated, are implied. Pursuant to the General Conditions, bidders are requested to submit for a review of equivalency, descriptions and product data of materials and equipment proposed to be substituted in lieu of those specified. Request for equivalency will be accepted only from the prime contractors.

TAXES AND PERMITS: Attention is directed to the requirements of the Supplementary Conditions regarding payment of taxes and obtaining permits.

BOUND COPY OF CONTRACT DOCUMENTS: The Bid Form and other pertinent pages may be removed from the bound copy of contract documents. The copy of bid documents filed with each bid shall be complete and shall include all required items and all addenda.

COPIES OF DRAWINGS AND SPECIFICATIONS: 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. A bidders list will be held at Shaffer & Hines, Inc. and you must call (417) 725-4663 or email chines@shafferhines.com to be placed on this bidders list.

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST.
PHASE 2
FOR THE CITY OF NIXA, MO**

INSTRUCTIONS TO BIDDERS

The Contractor to whom a contract is awarded will be furnished, without cost to him, three (3) sets of drawings, together with all addenda thereto.

INSURANCE: Attention is directed to the requirements of the Supplementary Conditions herein. The Contractor is required to carry insurance and to file Certificates of Insurance acceptable to the Owner prior to the commencement of work.

PAYMENT: Attention is directed to the provisions of General and Supplementary Conditions regarding partial payment to the Contractor for all work performed.

INQUIRIES: Inquiries regarding this Advertisement, prior to bid opening, should be addressed to Shaffer & Hines, Inc. Consulting Engineers, P.O. Box 493, Nixa, Missouri, 65714. Inquires for which oral explanation or advice will suffice or concerning mailing of plans and specifications should be made by calling the Engineer at (417) 725-4663.

BASIS OF AWARD: The low bidder, for purposes of award, shall be the lowest responsive, responsible bidder within the City of Nixa's budget.

PREVAILING WAGE: The prevailing wage law which became effective on August 28, 2018 allows projects having a construction cost under \$75,000 an exemption from paying prevailing wage. Those projects having a construction cost over \$75,000 shall be at least equal to the prevailing wage rates as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards. A copy of the prevailing wage rates will be issued with these contract documents or by addendum.

LOCAL CONDITIONS AFFECTING WORK: Each bidder shall visit the site of the work and shall completely inform themselves relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.

BLASTING: Blasting is not allowed.

SPECIFICATIONS: All work shall be per the "City of Nixa Technical Specifications". These can be purchased at Nixa City Hall or found online at <https://www.nixa.com/departments/planning-development/planning-zoning>

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST.
PHASE 2
FOR THE CITY OF NIXA, MO**

INSTRUCTIONS TO BIDDERS

REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009 AND SECTION 292.675 RSMO, EFFECTIVE AUGUST 28, 2009: Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Christian County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with sections 285-525 through 292.675 RSMO, the City requires the following bid and contract documents.

Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). Pursuant to Missouri Revised Statute Sections 34.600 et. seq., a Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et. seq., that the contractor 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; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

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 _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (*Name*)
who is _____ (*Title*) of _____
(*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: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

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

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (*Name*)
who is _____ (*Title*) of _____
(*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.

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST. PHASE 2
FOR THE CITY OF NIXA, MO
BID FORM**

Before completing and executing the following Bid Form, each Bidder shall examine the Bidding Requirements, Contract Forms, Supplementary Conditions, Specifications, Drawings, and other proposed Contract Documents, and all Addenda thereto; and shall be acquainted with and fully understanding (1) the extent and character of the work covered by this Bid Form; (2) the location, character and condition of existing roads, streets, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground, which may affect or be affected by the proposed work; (3) the location, arrangement, and specified requirements of the proposed work; (4) the nature and extent of excavations to be made, and the type, character, and general condition of materials to be excavated; (5) the necessary handling and rehandling of excavated materials, including construction of fills and embankments; (6) the location and extent of necessary or probable dewatering requirements; (7) the difficulties and hazards to the work which might be caused by storm or flood water; (8) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (9) all other factors and conditions affecting or which may be affected by the work.

Each bidder shall hereby propose to furnish all materials, equipment, supplies, and appurtenances, to provide all construction equipment and tools; to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents and the drawings, specification, and other documents referred to therein (as altered, amended or modified by addenda) at the unit or lump sum prices stated on the following next pages.

Each Bidder shall fully and accurately complete the following Bid Form and shall provide a unit price (where applicable) and a total price for each item shown. Prices provided shall include all labor, materials, overhead, profit, insurance, mobilization, license fees, and other costs, considerations, and requirements as indicated in the plans, specifications, and other contract documents.

Attention of the Bidder is directed to the Instructions to Bidders and Measurement and Payment Sections of the Specifications and Contract Documents in addition to the other contract documents, specifications and construction plans.

Execution of this Bid Form by the Bidder affirms the Bidder's acceptance and understanding thereof.

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST. PHASE 2
FOR THE CITY OF NIXA, MO
BID FORM**

SCHEDULE 1 - B LINE					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.01	48" RCP PIPE	30	LF		
1.02	48" HDPE PIPE	362	LF		
1.03	3'x7' Area Inlet (incl. conc. slope protection)	2	EA		
1.04	3'x7' Curb Inlet	2	EA		
1.05	Temporary Fence (see plan note) - Lyons Property	1	LS		
1.06	Repair, replace or provide new fencing	1	LS		
1.07	Topsoil, Finish Grade, Rock Rake, Hydroseed Clean-up	1	LS		
1.08	Inlet Soxx	5	EA		
1.09	Silt Soxx (12")	1	LS		
1.10	Removal of Ex. Culverts & Storm Sewer & Inlets	1	LS		
1.11	Implement & Maintain Erosion Control & SWPPP	1	LS		
1.12	Clearing & Grubbing	1	LS		
1.13	Mobilization	1	LS		
SCHEDULE 1 TOTAL					

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST. PHASE 2
FOR THE CITY OF NIXA, MO
BID FORM**

SCHEDULE 2 - CHERRY STREET IMPROVEMENTS					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2.01	Removal Ex. Pavement Cherry St.	1	LS		
2.02	Grading Cherry St.	1	LS		
2.03	Concrete Street	264	SY		
2.04	Concrete Driveway	23	SY		
2.05	Concrete Curb & Gutter	39	LF		
2.06	Concrete Barrier Curb	51	LF		
2.07	Concrete Sidewalk (Turndown Curb)	310	SF		
2.08	Concrete Sidewalk	94	SF		
2.09	Traffic Control - Cherry Street	1	LS		
2.10	Water Main Improvements	1	LS		
2.11	Chainlink Fence (Permenant - South side Cherry St.)	96	LF		
SCHEDULE 2 TOTAL					

**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST. PHASE 2
FOR THE CITY OF NIXA, MO
BID FORM**

SCHEDULE 3 - C LINE					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3.01	48" HDPE PIPE	319	LF		
3.02	18" HDPE PIPE & Vertical Bend or Conc. Pipe Collar (at AI C3)	1	LS		
3.03	3'x7' Junction Box	1	EA		
3.04	3'x7' Area Inlet (incl. conc. slope protection)	1	EA		
3.05	3'X8' Area Inlet (incl. conc. Slope protection)	1	EA		
3.06	Repair, replace or provide new fencing	1	LS		
3.07	Topsoil, Finish Grade, Rock Rake, Hydroseed Clean-up	1	LS		
3.08	Inlet Soxx	2	EA		
3.09	Removal of Ex. Culverts & Storm Sewer & Inlets	1	LS		
3.10	Implement & Maintain Erosion Control & SWPPP	1	LS		
3.11	Clearing & Grubbing	1	LS		
3.12	Traffic Control - S. Becky Circle	1	LS		
SCHEDULE 3 TOTAL					

SCHEDULE 1+2+3 TOTAL	
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**STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST. PHASE 2
FOR THE CITY OF NIXA, MO
BID FORM**

AWARD OF CONTRACT

The basis of award will be to the lowest responsive and responsible bidder to provide the most amount of work within the City of Nixa's budget.

Unless otherwise agreed to the undersigned bidder agrees to enter into a contract within ten (10) days after acceptance of this bid No bid may be withdrawn for 60 days after the bid opening.

Dated on this _____ day of _____, 20_____.

SIGNATURE OF BIDDER

If an Individual: _____, doing
business as _____.

If a Partnership: _____
by _____, partner.

If a Corporation: _____
by _____
Title _____ (SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal,

and _____

as Surety, are hereby held and firmly bound unto the City of Nixa, Missouri as OWNER in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the principal has submitted to

_____ a certain

BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for the:

Stormwater Drainage Improvements from Rice St. to North St. Phase 2 project.

NOW, THEREFORE,

- (a) If said BID shall be rejected or
- (b) IF said BID shall be accepted and the Principal shall execute and deliver a CONTRACT in the Form of Contract attachment hereto (properly complete in accordance with said BID) and shall furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

BID BOND

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in penal sum of _____
_____ Dollars, \$(_____)
in lawful money of the United States, for payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 20_____
, a copy of which is hereto attached and made a part hereof for the construction of:

Stormwater Drainage Improvements from Rice Street to North Street Phase 2 for the City of
Nixa, Missouri.

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.

IN WITNESS WHEREOF, this instrument is executed in _____
(Number)
counterparts, each one of which shall be deemed an original, this the _____ day of
_____, 20_____.

ATTEST:

Principal

By _____ (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership,
all partners should execute BOND.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, (\$ _____), in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contact with the OWNER dated the _____ day
of _____, 20____, a copy of which is hereto attached and made a part
hereof for the construction of:

Stormwater Drainage Improvements from Rice Street to North Street Phase 2 for the City of
Nixa, Missouri.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, 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 the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of 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.

IN WITNESS WHEREOF, this instrument is executed in _____
(Number)
counterparts, each one of which shall be deemed an original, this the
_____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal Secretary)

(SEAL) By (s)

(Address)

Witness as to Principal

Address

ATTEST: Surety

By _____
Attorney-in-Fact

Witness as to Surety

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership,
all partners should execute BOND.

NOTICE OF AWARD

TO: _____

Project Description: Stormwater Drainage Improvements
from Rice Street to North Street Phase 2
for the City of Nixa, Missouri.

The Owner has considered the Bid submitted by you for the above described Work dated _____, 20__ and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of:

_____ (\$_____.__)

You are required by the Instructions to Bidders to execute the Agreement and furnish the required contractor's performance bond, payment bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 20__.

Owner: City of Nixa, Missouri

By:

Title:

ACCEPTANCE OF NOTICE

The Receipt of the above Notice of Award is hereby acknowledged

by _____

This the ____ day of _____, 20__.

By _____

Title _____

NOTICE TO PROCEED

TO: _____

Project Description: Stormwater Drainage Improvements
from Rice Street to North Street Phase 2
for the City of Nixa, Missouri.

You are hereby notified to commence Work in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the Work within 120 consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20__.

You are required to return an acceptance of this Notice to Proceed to the Owner.

Dated this ____ day of _____, 20__.

Owner: City of Nixa, Missouri

By: .

Title:

ACCEPTANCE OF NOTICE

The Receipt of the above Notice to Proceed is hereby acknowledged

by _____

This the ____ day of _____, 20__.

By _____

Title _____

LIEN WAIVER

Date_____

To: _____

Re: Stormwater Drainage Improvements from Rice Street to North Street Phase 2 for the City of Nixa, Missouri.

Dear Sir:

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching form "Release by Claimant" signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above named owner.

Contractor

RELEASE BY CLAIMANTS

DATE _____
STATE _____
COUNTY OF _____

WHEREAS, we the undersigned have been employed by _____
_____ to furnish _____
for the construction project known as:

Stormwater Drainage Improvements from Rice Street to North Street Phase 2
for the City of Nixa, Missouri.

NOW, THEREFORE, know ye, that I (we) the undersigned for and in
consideration of the sum of (words) _____

(Numbers) \$

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do
hereby waive and release any and all lien, and claim, or right to lien, on said construction project
and premises under the statutes of the State of relating to Mechanic's liens, on account of labor,
or materials, or both, furnished by for said construction project and premises.

Given under our hands and seals this _____ day of _____, 20_____.

Signature

WITNESS: _____

My Commission Expires _____

AFFIDAVIT OF COMPLIANCE

I, the undersigned, the duly authorized and acting legal representative of _____, 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. _____, wage determination No. _____ dated _____, has been fully complied with as contained in Sections 290.210 thru 290.340, RSMo. 1959 as amended 1969.

By _____

Title _____

SEAL

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, 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 _____ in _____ County, _____, the day and year first above written.

My term expires _____

(Notary Public)

SEAL

EMPLOYMENT REQUIREMENTS AND WAGE RATES

R-1 GENERAL: This contract shall be based upon payment by the Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the work. Prevailing wage rates shall be as determined by the Industrial Commission of Missouri.

The Contractor and his subcontractors shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340; and with the regulations set forth on the Labor Standards page which follows.

The prevailing wage laws do not prohibit payment of more than the prevailing rate of wages nor do they limit the hours of work which may be performed by any workman in any particular period of time.

R-2 RECORDS: The Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workmen employed, together with the number of hours worked by each workman and the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by authorized representatives of the Industrial Commission of Missouri, and the Owner. The payroll records shall not be destroyed or removed from the state for at least one year after completion of the work.

R-3 NOTICES: Throughout the life of this contract, copies of the wage determinations, the rules promulgated by the Industrial Commission of Missouri, and the Labor Standards shall be displayed in at least four conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch high.

R-4 PENALTY: Pursuant to Section 290.250 RSMo. the Contractor shall forfeit to the Owner as a penalty, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the stipulated rates for any work done under the contract, by him or by any subcontractor under him.

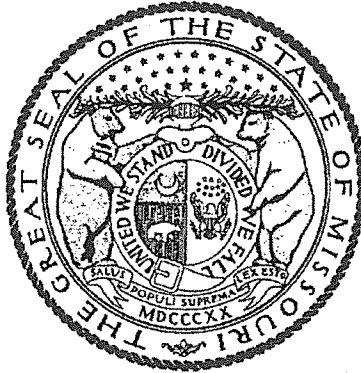
R-5 AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this contract, the Contractor and each subcontractor must file with the Owner an affidavit stating that he has fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo., and with the regulations set forth in the Labor Standards.

R-6 WAGE DETERMINATIONS: During the life of this contract, the prevailing hourly rate of wages is subject to change by the Industrial Commission of Missouri or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the Owner nor will deductions be made by the Owner against sums due the Contractor by reason of any such change. Wage rate determinations will be obtained by the Owner from the Industrial Commission of Missouri.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

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, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$21.50
Boilermaker	\$23.45*
Bricklayer	\$50.77
Carpenter	\$46.73
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$38.46
Plasterer	
Communications Technician	\$23.45*
Electrician (Inside Wireman)	\$44.82
Electrician Outside Lineman	\$23.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$23.45*
Glazier	\$41.59
Ironworker	\$64.66
Laborer	\$39.11
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$23.45*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$45.20
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$40.48
Plumber	\$50.29
Pipe Fitter	
Roofer	\$40.95
Sheet Metal Worker	\$48.35
Sprinkler Fitter	\$64.44
Truck Driver	\$23.45*
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 RSMO Section 290.210.

Heavy Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$23.45*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$23.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.50
General Laborer	
Skilled Laborer	
Operating Engineer	\$50.83
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$23.45*
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. 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.

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.

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These General Conditions are taken from Standard Conditions of the Construction Contract, NSPE Form No. 1910-8 (1983) Edition.

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement: The written agreement between Owner and Contractor covering the work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form accepted by Engineer which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed. Bonds: Bid, performance and payment bonds and other instruments of security.

Change Order: A document recommended by Engineer, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after the Effective Date of Agreement.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price: The moneys payable by Owner to Contractor under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time: The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the work.

Contractor: The person, firm or corporation with whom Owner has entered into Agreement.

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Engineer's recommendation of final payment (unless

GENERAL CONDITIONS

responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer: The person, firm or corporation named as such in the Agreement.

Field Order: A written order issued by Engineer which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements: Sections of Division 1 of the Specifications.

Laws and Regulations - Laws or Regulations: Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award: The written notice by Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

Notice to Proceed: A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

Owner: The public body or authority, corporation, association, firm or person with whom Contractor has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project: The total construction of which the work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative: The authorized representative of Engineer who assigned to the site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other

GENERAL CONDITIONS

information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standard and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13 The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions: The part of the Contract Documents which amends or supplements these General Conditions.

Supplier: A manufacturer, fabricator, supplier, distributor, material man or vendor.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Work to be paid for on the basis of unit prices.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations be the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

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Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contracts Documents.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Bonds: When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish in accordance with paragraph 5.1.
- 2.2 Copies of Documents: Owner shall furnish to Contractor up to ten (10) copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- 2.3 Commencement of Contract Time - Notice to Proceed: The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.
- 2.4 Starting the Project: Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run.
- 2.5 Before Starting Construction: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- 2.6 Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to the Engineer for review:
- 2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
- 2.6.2 a preliminary schedule of Shop Drawing submissions; and
- 2.6.3 a preliminary schedule of values of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

GENERAL CONDITIONS

Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by Contractor at the time of submission.

- 2.7 Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and Owner shall deliver to Contractor certificates (and other evidence of insurance requested by Contractor) which Owner is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.
- 2.8 Preconstruction Conference: Within twenty (20) days after the Effective Date of the Agreement, but before Contractor starts the work at the site, a conference attended by Contractor, Engineer and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.
- 2.9 Finalizing Schedules: At least ten (10) days before submission of the first Application for Payment a conference attended by Contractor, Engineer and others as appropriate will be held to finalize the schedules submitted in accordance with Paragraph 2.6. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submission will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 Intent: The Contract Documents comprise the entire Agreement between Owner and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be constructed in accordance with the law of the place of the Project.
- 3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the effective date

GENERAL CONDITIONS

of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) will be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in paragraph 9.4.

3.3 If, during the performance of the work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall report it to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

3.4 Amending and Supplementing Contract Documents: The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 a formal Written Amendment,

3.4.2 a Change Order (pursuant to paragraph 10.4), or

3.4.3 a Work Directive Change (pursuant to paragraph 10.1).

As indicated in Paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1 a Field Order (pursuant to paragraph 9.5),

3.5.2 Engineer's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3 Engineer's written interpretation or clarification (Pursuant to paragraph 9.4).

3.6 Reuse of Documents: Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer; and they shall not reuse any of them on extensions of the Project or any other

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project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

ARTICLE 4 - AVAILABILITY OF LANDS: PHYSICAL CONDITIONS; AND REFERENCE POINTS

4.1 Availability of Lands: Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-ways or easements entitles Contractor to an extension of the Contract Time, Contractor may make a claim therefore as provided in Article 12. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions:

4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents Contractor may rely upon the accuracy of the technical data contained in such reports but not upon nontechnical data, interpretations or opinions contained therein the completeness thereof for Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, Contractor shall have full responsibility with respect subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface or subsurface structures (except Underground Facilities referred to in Paragraph 4.3) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for Contractor's purposes. Except as indicated in the immediately preceding sentence and in Paragraph 4.2.6 Contractor shall have full responsibility with respect to physical conditions in or relating to structures.

4.2.3 Report of Differing Conditions: If Contractor believes that:

4.2.3.1 any technical data on which Contractor is entitled to rely as provided in Paragraph 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

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Contractor shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify Owner and Engineer in writing about the inaccuracy or difference.

4.2.4 Engineer's Review: Engineer will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

4.2.5. Possible Document Change: If Engineer concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments: In each such case, and increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If Owner and Contractor are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12.

4.3 Physical Conditions - Underground Facilities:

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility to determine the

GENERAL CONDITIONS

extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefore as provided in Articles 11 and 12.

- 4.4 Reference Points: Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgement are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

- 5.1 Performance and Other Bonds: Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date of final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions. All bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act
- 5.2 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to Owner.

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5.3 Contractor's Liability Insurance:

A. General Insurance:

The Contractor shall secure, pay for and maintain during the life of the Contract, insurance of such types and amounts as necessary to protect himself, the Engineer, and the Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner.

The insuring company shall deliver to the Owner certificates of all insurance required, signed by an authorized representative and stating that all provisions of the following specified requirements are complied with.

All certificates of insurance required herein shall state that ten (10) days written notice will be given to the Owner before the policy is canceled or changed. All certifications of insurance shall be delivered to the Owner prior to the time that any operations under this contract are started.

All of said Contractor's certificates of insurance shall be written in an insurance company authorized to do business in the state where construction is to be done.

B. Bodily Injury & Property Damage Liability Insurance:

(1) Bodily Injury Liability insurance coverage providing limits for bodily injuries, including death, of not less than \$1,000,000 per person and \$1,000,000 per occurrence.

(2) Property Damage Liability insurance coverage for limits of not less than \$1,000,000 for one occurrence nor less than \$2,000,000 aggregate to limits for the policy year.

C. Contractor's Protective Bodily Injury Liability & Protective Property Damage Liability Insurance: (Covering Operations of Subcontractors)

(1) Contractor's contingent policy providing limits of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury or death.

(2) Property Damage Liability providing limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

D. Contractual Liability:

(1) Property Damage Coverage with \$1,000,000 Aggregate Limit.

E. Owner's Protective Liability and Property Damage Insurance:

(1) The Contractor shall purchase and maintain Owner's Protective Liability and Property Damage insurance issued in the name of the Owner and the Engineer as will

GENERAL CONDITIONS

protect both against any and all claims that might arise as a result of the operations of the Contractor or his subcontractors in fulfilling this contract.

The minimum amount of such insurance shall be the same as required for B-Bodily Injury Liability and Property Damage Liability Insurance. This policy shall be filed with the Owner and a copy filed with the Engineer.

F. Exclusions:

The above requirements B, C, & E for property damage liability shall contain no exclusion relative to:

- (1) Blasting or explosion.
- (2) Injury or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operation.
- (3) The collapse of, or structural injury to, any building or structure on or adjacent to the Owner's premises, or injury to or destruction of property resulting there from, caused by the removal of other buildings, structures, or supports, or by excavations below the surface of the ground.

G. Automobile Bodily Injury Liability & Automobile Property Damage Liability Insurance:

- (1) Contractor shall carry in his name, additional assured clauses protecting Owner, Liability Insurance with Bodily Injury or Death Limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence, and property damage limits of not less than \$100,000 with hired car and non-owned vehicle coverage or separate policy carrying similar limits.

The above is to cover the use of automobiles and trucks on and off the site of the project.

H. Employer's Liability and Workmen's Compensation:

Employer's and Workmen's Compensation insurance as will protect him against any and all claims resulting from injuries to and death of workmen engaged in work under this contract, and in addition the Contractor shall carry occupational disease coverage with statutory limits, and Employer's.

Liability with a limit of \$1,000,000 per person. The "All State" endorsement shall be included. In case any class of employees is not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause such contractor to provide adequate employer's liability coverage as will protect him against any claims resulting from injuries to and death of workmen engaged in work under this contract.

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I. Builder's Risk Insurance:

This insurance shall be on the complete value form and shall insure and protect the Contractor and the Owner from risks of damage to buildings, structures, materials and equipment, not otherwise covered under Installation Floater Insurance, from the perils of fire, lightening, the perils included in the standard extended coverage endorsement and the perils of vandalism and malicious mischief.

The amount of such insurance shall be not less than the insurable value of the work at completion less the value of the materials and equipment insured under Installation Floater Insurance.

Equipment such as filters, pumps, heat exchanges, compressors, tanks, motors, switchgear, panel boards, control equipment, and other similar equipment shall be insured under Installation Floater Insurance specified below when the aggregate value of this equipment exceeds \$10,000.

If the work does not include the construction of building structures, this Builder's Risk Insurance may be omitted providing the Installation Floater Insurance specified below fully covers all work.

Builder's Risk Insurance shall also provide for losses, if any, to be adjusted with and made payable to the Contractor and the Owner as their interests may appear.

J. Installation Floater Insurance:

This insurance shall insure and protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment, not otherwise covered under Builder's Risk Insurance, during testing and until the work is accepted. It shall be of the "All Risks" type, with coverages designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the value of the work at completion, less the value of the material and equipment insured under Builder's Risk Insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk Insurance.

Installation Floater Insurance shall also provide for losses, if any, to be adjusted with and made payable to the Contractor and the Owner as their interests may appear.

K. Operation Hazards:

The Contractor shall carry insurance to cover operating hazards during period of placing the facilities in operation and during testing, and until such time as the facilities are accepted for operation by the Owner.

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L. Contractor's Responsibility for Other Losses:

For the considerations in this agreement heretofore stated, in addition to Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, and tool machinery, equipment, or motor vehicles owned or rented by the Contractor, his agents, subcontractors, material men or his or their employees; to sheds or other temporary structures, scaffolding and stagings, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft or any caused whatsoever (except as hereinbefore provided) to the structure on which the work of this contract, and any modifications, alterations, enlargement thereto, is to be done, and to materials and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

M. Contractor's Responsibility on Damages & Claims Indemnifying Owner:

The Contractor shall indemnify and save harmless the Owner and Engineer and their officers and agents, of and from all losses, damages, costs, expenses, judgments, or decrees whatever arising out of action or suit that may be brought against the Owner or Engineer or any officer or agent of either of them, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury, death or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors of his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this contract.

N. Notification in Event of Liability or Damage:

Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

- 5.4 Contractual Liability Insurance: The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to Contractor's obligations under paragraphs 6.30 and 6.31.
- 5.5 Owner's Liability Insurance: Owner shall be responsible for purchasing and maintaining Owner's own liability insurance and, at Owner's option, may purchase and maintain such insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- 5.6 Property Insurance: Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the site to the full insurable

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value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of the Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured losses or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

- 5.7 Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Law and Regulations which will include the interest of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work, all of whom shall be listed as insured or additional insured parties.
- 5.8 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Owner in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to Contractor by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.
- 5.9 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by the Contractor, Subcontractor or others suffering any such loss if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- 5.10 If Contractor requests in writing that other special insurance be included in the property insurance policy, Owner shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order or Written amendment. Prior to commencement of the Work at the site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.
- 5.11 Waiver of Rights:
 - 5.11.1 Owner and Contractor waive all rights against each other for all losses and damages caused any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also

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waive all such rights against the Subcontractors, Engineer, Engineer's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required in paragraph 6.11, each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's consultants and all other parties named as insureds. None of the waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the Owner as trustee otherwise payable under any policy so issued

- 5.11.2 Owner and Contractor intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by Engineer or Engineer's consultant Owner will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.
- 5.12 Receipt and Application of Proceeds: Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
- 5.13 Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen (15) days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.
- 5.14 Acceptance of Insurance: If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, Owner shall notify Contractor in writing thereof within ten (10) days of the date of delivery of such certificates to Owner. If Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by Owner in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, Contractor shall notify Owner in writing thereof within ten (10) days of the date of delivery of such certificates to Contractor in accordance with paragraph 2.7. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by Owner or Contractor to give any such notice of objection within the time provided

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shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

- 5.15 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

- 6.1 Supervision and Superintendence: Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

Contractor shall be responsible to the Owner for providing a Bi-Weekly schedule of proposed work activity for the upcoming 14 days. This schedule shall be utilized by the Owner to notify the general public of proposed work activities including, but not limited to, street closures, work zones, traffic delays, etc. Contractor shall also assist Owner in contacting property owners directly affected by the project in advance of any disruption of their property.

Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

- 6.2 Labor, Materials and Equipment: Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without Owner's written consent given after prior written notice to Engineer.

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- 6.3 Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.
- 6.5 Adjusting Progress Schedule: Contractor shall submit to Engineer for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.
- 6.6 Substitutes or "Or-Equal" Items:
- 6.6.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the materials or equipment proposed is equivalent to that named. The procedure for review by Engineer will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute items of material and equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with

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Owner for the work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

6.6.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer, if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Engineer will be similar to that provided in paragraph 6.7.1 as applied by Engineer and as may be supplemented in the General Requirements.

6.6.3 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not Engineer accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating each proposed substitute.

6.7 Concerning Subcontractors:

6.7.1 Contractor shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to Owner and Engineer as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization against whom Contractor has reasonable objection.

6.7.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the

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Supplementary Conditions, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective work.

- 6.8 Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of his Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.
- 6.10 All work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer and contains waiver provisions as required by paragraph 5.11. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to paragraph 5.6 and 5.7.
- 6.11 Patent Fees and Royalties: Contractor shall pay all license fees and royalties and assume all costs incident to use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of

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such rights.

6.12 Permits: Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.13 Laws and Regulations:

6.13.1 Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.13.2 If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws and Regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that Specifications and Drawings are in accordance with such Laws and Regulations.

6.14 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.15 Use of Premises: Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Engineer to the extent based on a claim arising out of Contractor's performance of the Work.

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- 6.16 During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition all property not designated for alteration by the Contract Documents.
- 6.17 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 6.18 Record Documents: Contractors shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to Engineer for Owner.
- 6.19 Safety and Protection: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.19.1 all employees on the Work and other persons and organizations who may be affected thereby;
- 6.19.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 6.19.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose

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acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with paragraph 14.13 that Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.20 Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

6.21 Emergencies: In emergencies affecting the safety of protection of persons or the work of property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Document is required because of the action taken in response to an emergency, a Work Directive Change Order will be issued to document the consequences of the changes or variations.

6.22 Shop Drawings and Samples: After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Engineer for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

6.23 Contractor shall also submit to Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

6.23.1 Before submission of each Shop Drawing or sample Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop

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Drawings and samples and with the requirements of the Work and the Contract Documents.

- 6.23.2 At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- 6.24 Engineer will review and approve with reasonable promptness shop Drawings and samples, but Engineer's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, methods, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- 6.25 Engineer's review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to such variation at the time of submission as required by paragraph 6.23.2 and Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any such approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.23.1.
- 6.26 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.
- 6.27 Continuing the Work: Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.
- 6.28 Indemnification: To the fullest extent permitted by Laws and Regulations Contractor shall indemnify and hold harmless Owner and Engineer and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a)

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is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.29 In any and all claims against Owner or Engineer or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.30 The obligations of Contractor under paragraph 6.28 shall not extend to the liability of Engineer, Engineer's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - WORK BY OTHERS

7.1 Related Work at Site: Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefore as provided in Articles 11 and 12.

7.2 Contractor shall afford each utility owner and other contractor who is a party to such direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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- 7.3 If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.
- 7.4 Coordination: If Owner contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither Owner nor Engineer shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 Owner shall issue all communications to Contractor through Engineer.
- 8.2 In case of termination of the employment of Engineer, Owner shall appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such appointment shall be subject to arbitration.
- 8.3 Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in paragraphs 14.4 and 14.13.
- 8.4 Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of reports of explorations and test of subsurface conditions at the site and in existing structures which have been utilized by Engineer in preparing the Drawings and Specifications.
- 8.5 Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.
- 8.6 Owner is obligated to execute Change Orders as indicated in paragraph 10.4.
- 8.7 Owner's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

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- 8.8 In connection with Owner's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1 Owner's Representative: Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Engineer.
- 9.2 Visits to Site: Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with Contract Documents. Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.
- 9.3 Project Representation: If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If Owner designates another agent to represent Owner at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.
- 9.4 Clarifications and Interpretations: Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefore as provided in Article 11 or 12.
- 9.5 Authorized Variations in Work: Engineer may authorize variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner, and also on Contractor who shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof,

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Contractor may make a claim therefore as provided in Articles 11 or 12.

- 9.6 Rejecting Defective Work: Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.
- 9.7 Shop Drawings, Change Orders and Payments: In connection with Engineer's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.
- 9.8 In connection with Engineer's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- 9.9 In connection with Engineer's responsibilities in respect of Applications for payment, etc., see Article 14.
- 9.10 Determinations for Unit Prices: Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for payment or otherwise). Engineer's written decisions thereon will be final and binding upon Owner and Contractor, unless, within en (10) days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Engineer written notice of intention to appeal from such a decision.
- 9.11 Decisions on Disputes: Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and the matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.
- 9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the

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Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

- 9.13 Limitations on Engineer's Responsibilities: Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- 9.14 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 or 9.16.
- 9.15 Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.16 Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 10.2 If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or 12.
- 10.3 Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract

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Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1 changes in the Work which are ordered by Owner pursuant to paragraph 10.1, are required because acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by Engineer pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined

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by Engineer in accordance with paragraph 9.11 if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive).

11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

11.4 Cost of the Work: The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll cost for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to; salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

11.4.3 Payments made by Contractor to the Subcontractor for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids will be accepted. If a

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subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other than negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Paragraph

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11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with paragraph 5.9.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

11.5.3 Any part of the Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense cost of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 Contractor's Fee: The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable fixed fee; or if none can be agreed upon,

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11.6.2 A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be fifteen (15) percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors be fifteen (15) percent;

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, Contractor will submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.8 Cash Allowances: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to Engineer. Contractor agrees that:

11.8.1 The allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as commended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

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11.9 Unit Price Work:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

11.9.3 Where the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by Engineer in accordance with paragraph 9.11 if Owner and Contractor cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefore as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

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12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee: Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

13.2 Access to Work: Engineer and Engineer's representatives, other representatives of Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

13.3 Tests and Inspections: Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 If any Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by Owner (unless otherwise specified).

13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Engineer if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

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- 13.8 Uncovering Work: If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- 13.9 If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore as provided in Articles 11 or 12.
- 13.10 Owner May Stop the Work: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of Contractor or any other party.
- 13.11 Correction or Removal of Defective Work: If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with nondefective work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.
- 13.12 One Year Correction Period: If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk or loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other

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professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

- 13.13 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, Owner, (and, prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- 13.14 Owner May Correct Defective Work: If Contractor fails within a reasonable time after written notice of Engineer to proceed to correct defective work or to remove and replace rejected Work as required by Engineer in accordance with the paragraph 13.11, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights under this paragraph Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner Representatives, agents and employees such access to the site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Owner in exercising such rights shall be charged against Contractor in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

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ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

- 14.1 Schedule of Values: The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.
- 14.2 Application for Progress Payment: At least twenty days before each progress payment is scheduled (but not more often than once a month) Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- 14.3 Contractor's Warranty of Title: Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.
- 14.4 Review of Application for Payment: Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by Owner to Contractor.
- If the owner fails to make payment thirty (30) days after receipt of the Contractor's application for payment, in addition to other remedies available to the Contractor, there shall be added to each such payment interest in accordance with Section 34.057 RSMo. As amended.
- 14.5 Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's

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review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contractor Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the Owner or Owner to withhold payment to Contractor.

14.6 Engineer's recommendation of final payment will constitute an additional representation by Engineer to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3 Owner has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of Engineer's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

Owner may refuse to make payment of the full amount recommended by Engineer because claims have been made against Owner on account of Contractor's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.

14.8 Substantial Completion: When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is

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substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving his reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provision of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of the Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner. At the time of delivery of the tentative certificate of Substantial Completion Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. Unless Owner and Contractor agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

14.9 Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.10 Partial Utilization: Use by Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which Owner, Engineer and Contractor agree constitutes a separately functioning and useable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor and Engineer shall make an

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inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such list to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

14.11 Final Inspection: Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.12 Final Application for Payment: After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents --all as required by the Contract Documents and after Engineer has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any

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Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

14.13 Final Payment and Acceptance: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, Engineer will return the application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to Owner of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by Owner to Contractor.

14.14 If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.15 Contractor's Continuing Obligation: Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, not the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer pursuant to paragraph 14.13, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents except as provided in paragraph 14.16.

14.16 Waiver of Claims: The making and acceptance of final payment will constitute:

14.16.1 a waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to

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paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work: Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore as provided in Articles 11 or 12.

15.2 Owner May Terminate: Upon the occurrence of any one or more of the following events:

15.2.1 if Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 if a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 if Contractor makes general assignment for the benefit of creditors;

15.2.4 if a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge or property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

15.2.5 if Contractor admits in writing an inability to pay its debts generally as they become due;

15.2.6 if Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 if Contractor disregards Laws or Regulations of any public body having jurisdiction;

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15.2.8 if Contractor disregards the authority of Engineer; or

15.2.9 if Contractor otherwise violates in any substantial way any provisions of the Contract Documents; Owner may, after giving Contractor (and the surety, if there be one) seven days written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site of for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

15.3 Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

15.4 Upon seven days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

15.5 Contractor May Stop Work or Terminate: If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by Owner or under an order of court of other public authority, or Engineer fails to act on any Application for Payment within thirty days after it is submitted, or Owner fails for thirty days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Engineer has failed to make act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven days' notice to Owner and Engineer stop the Work until payment of all amount then due. The provisions of this paragraph shall not relieve Contractor of his

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obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 - ARBITRATION

- 16.1 All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement of consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.
- 16.2 No demand for arbitration of any claim, dispute or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which Engineer has rendered a decision or (b) the tenth day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such claim, dispute or other matter shall be made no later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of Engineer rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.
- 16.3 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 16.4 No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including Engineer, Engineer's agents, employees or consultants) who is not a party to this contract unless:
- 16.4.1 the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

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- 16.4.2 such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- 16.4.3 the written consent of the other person or entity sought to be included and of Owner and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- 16.5 The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10,11).

ARTICLE 17 – MISCELLANEOUS

- 17.1 Giving Notice: Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail, postage prepaid, to the last business address known to the giver to the notice.
- 17.2 Computation of Time:
- 17.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from computation.
- 17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.
- 17.3 General: Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observation of such injury or damage. The provision of this paragraph shall not be construed as a substitute for a waiver of the provisions of any applicable statute of limitations or repose.
- 17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and , in particular but without limitation, the warranties, guarantees, and obligations imposed upon Contractor by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3, and 15.2 and all of the rights and remedies available to Owner and

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Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.

DIVISION 1

SECTION 1A – SUPPLEMENTARY CONDITIONS

1A-1 GENERAL DESCRIPTION OF WORK: The work to be performed under the provisions of these contract documents is as follows:

Stormwater Drainage Improvements from Rice Street to North Street Phase 2

1A-2 GENERAL CONDITIONS: The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Technical Provisions, shall have no meaning in the contract and shall be disregarded.

1A-3 DESCRIPTION OF REQUIREMENTS: This section is a part of each section of the Specifications and defines certain terms used in the specifications, and explains the language, abbreviations thereof, format and certain conventions used in the Specifications and associated contract documents.

1A-4 DEFINITIONS: General Explanation: Much of the language of the Specifications can be recognized as specific definitions for nominal terms found of the drawings and in other contract documents. Certain terms used more generally throughout the contract documents are hereby defined as follows:

General Requirements: The terms "General Requirement(s)" and "Division 1 Section(s)" are alike in meaning and significance.

Indicated: The term "indicated" is a cross reference to details, notes or schedules on the drawings, other paragraphs or schedules in the specifications, and similar means of recording requirements in the contract documents. Where terms such as "shown", "notes", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.

Installer: The person or entity engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that installers be recognized experts in the work they are engaged to perform.

Directed, Requested, etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the Engineer", "requested by the Engineer", etc. However, no such implied meaning will be interpreted to extend the Engineer's responsibility into the Contractor's area of construction supervision.

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SECTION 1A – SUPPLEMENTARY CONDITIONS

Approved: Where used in conjunction with the Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approved" by the Engineer be interpreted as an assurance to the Contractor that the requirements of the contract documents have been fulfilled.

Furnish: Except as otherwise defined in greater detail, the term "furnished" is used to mean "...supply and deliver to the project site, ready for unpacking, assembly and installation."

Provide: Except to the extent further defined, the term "provide" means to furnish and install, complete and ready for the intended use.

Guaranty and Warranty: Defined to be identical in meaning and used interchangeable.

1A-5 CONTRACT DRAWINGS: The contract drawings or plans on which the contracts will be based consists of 12 sheets. In addition, each sheet bears the following general titles:

Stormwater Drainage Improvements from Rice Street to North Street Phase 2 For The City of Nixa, Missouri

The drawing referred to above is supplemented by additional shop and dimension drawings to be prepared by the Contractor as set forth in the specifications.

1A-6 SCOPE AND INTENT Of CONTRACT DOCUMENTS: The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not in the other shall be executed as if it had been set forth in both, so that the work will be constructed according to the complete design as determined by the Engineer.

Should anything necessary for a clear understanding of the work be omitted from the specifications and drawings, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the Engineer before proceeding with the work affected thereby. It is understood and agreed that the work shall be performed according to the true intent of the contract documents.

1A-7 PERMITS AND REGULATIONS: The Contractor shall be responsible for all required permits, either local or state, required to perform the intended work under the contract.

1A-8 COORDINATION: The General Contractor will be responsible for coordinating all subcontractors. The Contractor shall contact the subcontractors well in advance and give them adequate notice to proceed on certain dates as set forth by him.

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SECTION 1A – SUPPLEMENTARY CONDITIONS

1A-9 APPLICABLE CODES: The Contractor shall comply with the provisions of the "General Conditions" pertaining to Safety and Protection.

General Contractor will be responsible for safety during the construction of the project and see that all subcontractors and persons working for the General Contractor abide by the requirements as set forth by the Department of Labor and Occupational and Health Administration, Safety and Health Regulations for Construction dated December 15, 1972, Vol. 37, No. 243, Part II of the Federal Register and Vol. 37, No. 202, Part II of the Occupational and Safety Standards.

Contractor shall maintain a "Hard Hat" area for the project. The Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction shall be maintained for this project.

All subcontractors working under the General Contractor or under separate contracts will be responsible for the safety of all persons working on the project. This shall include but not be limited to providing temporary or completed structures by eliminating improper storage of materials, provided warning signs in areas where danger exists, and informing General Contractor of any areas that appear to be unsafe.

All references to codes, specifications and standards are intended to be the latest edition, amendment, and/or revision of such reference standard in effect on the date of these contract documents.

1A-10 FIELD OFFICE: The General Contractor will provide and maintain a field office on the site for himself and the Engineer's project representative unless other arrangements are made.

1A-11 TEMPORARY SCAFFOLDS, STAGING AND SAFETY DEVICES: Provide erect, maintain and remove when required all scaffolding staging, platforms, temporary runways, temporary flooring, guards, railings, stairs, etc., as required by local and state codes, or laws for the protection of the workmen and public. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations as applicable to the Project.

1A-12 TEMPORARY CLOSURES: The General Contractor shall provide temporary weather-tight closures for all exterior openings as soon as walls and roofs are completed. For protection of all work, doors shall be equipped with locks.

1A-13 LIQUIDATED DAMAGES: Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, \$500.00 per calendar day of default unless extensions of time granted by the Owner specifically provide for the waiving of liquidated damages. Refer to both the Contract Agreement and to Exhibit Q "Special Conditions for Lyons Property" for additional information regarding the Contract Time and Liquidated Damages.

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SECTION 1A – SUPPLEMENTARY CONDITIONS

A-14 LINES AND GRADES: All work shall be done to the lines, grades, and elevations shown on the drawings.

Base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work have been established and are designated on the drawings. These points shall be used as datum for work under this contract.

The Engineer will provide the construction staking for this project on behalf of the City of Nixa.

The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he wishes to do work, so that construction staking may be provided.

Any work done without being properly located may be ordered removed and replaced at the Contractor's expense.

1A-15 EASEMENTS AND RIGHT-OF-WAY: The easements and rights-of-way will be provided by the Owner. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the drawings, and shall use due care in placing construction tools, equipment, excavated materials, and materials and supplies, so as to cause the least possible damage to property and interference with traffic.

If it is necessary or desirable that the Contractor use land outside of the Owner's easement, the Contractor shall obtain consent from and shall execute a written agreement with, the owner and tenant of the land. The Contractor shall not enter for pipe delivery or occupy for any other purpose with men, tools, equipment, construction materials, or with material excavated from the pipe trench, any private property outside the designated construction easement boundaries without written permission from the owner and tenant.

The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way which may be required for proper completion of the work.

1A-16 FENCES: All existing fences affected by the work shall be maintained by the Contractor until completion of the work. Contractor shall notify property owner seven (7) days in advance of the removal of any fences and shall provide temporary fences as necessary to secure the property for any pets or other reasons. Temporary gates shall be provided where any gates must be removed for construction activities. Gates shall be kept closed and locked at all times when not in use.

On completion of the work across any tract of land, the Contractor shall replace or restore all fences to their original or to a better condition and to their original location.

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SECTION 1A – SUPPLEMENTARY CONDITIONS

1A-17 PROTECTION OF PUBLIC AND PRIVATE PROPERTY: The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

No trees shall be removed outside of the permanent easement, except where authorized by the Engineer. Trees left standing shall be adequately protected against damage by construction operations.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the work or any part or site thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1A-18 MAINTENANCE OF TRAFFIC: The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodations of public and private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

In making open cut street crossings, the Contractor shall not block more than one-half of the street at a time. Whenever possible the Contractor shall widen the shoulder on the opposite side to facilitate traffic flow. Temporary surfacing shall be provided as necessary on shoulders. The Contractor shall, at his own expense, provide and maintain necessary safety measures as described in 1A-18.02 Detours.

Contractor shall be responsible to the Owner for providing a Bi-Weekly schedule of proposed work activity for the upcoming 14 days. This schedule shall be utilized by the Owner to notify the general public of proposed work activities including, but not limited to, street closures, work

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zones, traffic delays, etc. Contractor shall also assist Owner in contacting property owners directly affected by the project in advance of any disruption of their property.

1A-18.01 Temporary Bridges: Substantial Bridges shall be constructed by, and at the expense of, the Contractor at all points where it is necessary to maintain traffic across pipeline construction. Bridges in public streets, roads, and highways shall be acceptable to the authority having jurisdiction thereover. Bridges erected in private roads and driveways shall be adequate for the service to which they will be subjected. Bridges shall be provided with substantial guard rails and with suitably protected approaches. Foot bridges shall be not less than 4 feet wide, provided with handrails and uprights of dressed lumber. Bridges shall be maintained in place as long as the conditions of the work require their use for safety of the public, except that when necessary for the proper prosecution of the work in the immediate vicinity of a bridge, the bridge may be located or temporarily removed for such period as the Engineer may permit.

1A-18.02 Detours: Where required by the appropriate jurisdictional authority that traffic be maintained over any construction work in a public street, road or highway, and the traffic cannot be maintained on the alignment of the original roadbed or pavement, the Contractor shall, at his own expense, construct and maintain a detour around the construction work. Each detour shall include a bridge across the pipe trench and all necessary barricades, guard rails, approaches, lights, signals, signs, and other devices and precautions necessary for protection of the work and safety of the public.

1A-19 BARRICADES AND LIGHTS: All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the block section.

All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

1A-20 REMOVAL OF TEMPORARY WORK AND STRUCTURES: Prior to completion of project, all temporary work and structures shall be completely removed from the project site.

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1A-21 TEMPORARY STORAGE AND PROTECTION: Materials, products, and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling.

Provide suitable temporary weather-tight storage facilities as may be required for materials that will be damaged by storage in the open.

Allocate the available storage areas and coordinate their use by the trades on the job. Maintain a current layout of all storage facilities.

Store and protect materials delivered at the site from damage. Do not use damaged materials on the work.

1A-22 CLEANING MATERIALS: Use only cleaning materials recommended by manufacturer of surface to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

1A-23 CLEANING DURING CONSTRUCTION: The job site shall be maintained in a neat and orderly condition, and kept free from accumulations of waste materials during the entire construction period. Remove flammable waste materials or trash from the work areas at the end of each working day.

Care shall be taken not to mark, soil, or otherwise deface finished surfaces. In the event finished surfaces become defaced, clean and restore materials.

Subcontractors are required to collect and remove from the job site their own liquid and other waste requiring special handling disposal. The contractor must keep all work areas, passageways and stairs in and around the project free from debris at all times.

At the completion of the work under this contract, all areas and premises where work has been performed (and where access areas have been used) shall be left in the clean condition specified, subject to the approval of the Engineer and the Owner.

1A-24 UNDERGROUND INSTALLATION: Existing underground installations such as water mains, gas mains, sewers, telephone lines, power lines, and buried structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered by the Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed. Generally, service connections are not indicated on the drawings.

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The Contractor shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavating or trenching, by contacting the owners thereof and prospecting. The Contractor shall use his own information and shall not rely upon any information shown on the drawings concerning existing underground installations.

Any delay, additional work, or extra cost to the Contractor caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

1A-25 FIELD CHECK OF EXISTING STRUCTURES: The Contractor shall verify the dimensions and elevations of existing structures, pipelines, conduits, cables, equipment, or other existing items, both above and below ground, affected by or affecting the work under this contract, prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Information to Bidders which requires that each bidder visit the site of the work to familiarize himself with the arrangements and conditions of existing construction that is to be connected to or that is to remain in place. Any delay or extra expense to the Contractor due to encountering construction, piping or equipment not shown or in locations different from those indicated on the drawings shall not constitute a claim for extra work, additional payment, or damages.

1A-26 SCHEDULE OF OPERATIONS: Before work is started, Contractor shall prepare a detailed schedule of all construction operations that shall indicate the sequence of the work, the time of starting and completion of each part, and the installation dates for major items of equipment. The schedule shall be submitted to the Engineer for review.

At least every 7 days the schedule shall be revised as necessary to reflect changes in the progress of the work.

The Owner may require the Contractor to add to his plant equipment, or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during the construction period.

1A-27 HISTORICAL/ARCHAEOLOGICAL: If during the course of construction evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner who shall notify the Office of Historical Preservation, Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65101 and the Environmental Protection Agency, 901 N. 5th Street, Kansas City, Kansas 66101. No further disturbance of the deposit shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a notice to proceed only after the State Official has surveyed the find and made a determination to the Owner. Compensation to the Contractor, if

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any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

1A-28 HINDRANCES AND DELAYS: Each Contractor shall be responsible for all costs to the Owner resulting from hindrances and delays on the part of the Contractor. Such costs include salaries and overtime payments to the Owner's employees, travel and meals.

1A-29 EXECUTION OF CONTRACT: Three (3) copies of the contract documents will be prepared by the Engineer. All copies will be submitted to the Contractor and the Contractor shall execute the Contract Agreement, insert executed copies of the required bonds and power of attorney, and submit all copies to the Owner. The date of contract on the contract and bond forms shall be left blank for filling in by the Owner. The certification date on the power of attorney shall be also left blank for filling in by the Owner.

The Owner will execute all copies, insert the date of contract on the bonds and power of attorney, and return all copies to the Engineer for review and distribution. Distribution of signed copies will be one copy each to the Owner, Contractor, Surety, and Engineer.

1A-30 CONTRACTOR'S RESPONSIBILITY FOR MATERIAL: The Contractor shall be responsible for the condition of all materials which he has furnished, and shall replace at his own expense all such material found to be defective or which has been damaged after delivery. This includes the replacement of material which is found to be defective at any time prior to expiration of the guarantee period.

1A-31 CONFLICT OF INTEREST: Unacceptable bidders. An ENGINEER or ARCHITECT (individual or firm including persons they employ) who has prepared plans and specifications will not be considered an acceptable bidder. Any firm or corporation in which such ENGINEER or ARCHITECT (including persons they employ) is an officer employee, or holds or controls a substantial interest will not be considered an acceptable bidder. Contracts or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer if the ENGINEER or ARCHITECT (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations which are owned or controlled wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.

The OWNER's officers, employees, or agents shall not engage in the award or the administration of the AGREEMENT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent: (b) any member of their immediate family: (c) their partner of (d) an organization which employees, or is about to employ, any of the above financial or interest in the CONTRACTOR. The OWNER's officers, employees, or agents shall neither solicit nor accept gratuities, favors or monetary value from the CONTRACTOR or subcontractor.

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1A-32 TAXES: “Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax exempt entity shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Natural Resources or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

1A-33 PUMPING AND DEWATERING OPERATIONS: Work to be performed will require draining, pumping and dewatering and certain cleaning operations necessary to complete the work as specified and as indicated on the drawings. It is the intent of these specifications that such draining, pumping, and dewatering and cleaning operations shall be the obligation of the Contractor.

1A-34 INSURANCE REQUIREMENTS:

Contractor shall provide insurance as stipulated in the Contract Agreement. The insurance requirements listed in the General Conditions are not applicable for this project.

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SECTION 1B – GENERAL MATERIAL STIPULATIONS

1B-1 SCOPE: These general material stipulations apply, in general, to all material provided on the project. They shall supplement the detailed specifications, but in case of conflict the material specifications shall govern. When manufacturers' names are used, they are used to establish a standard and the words "or equal", if not stated, are implied.

1B-2 MANUFACTURER'S EXPERIENCE: Unless specifically named in the detailed specifications, a manufacturer shall have furnished equipment of the type and size specified which has been in successful operation for a period of not less than five years.

In lieu of the required experience time specified, a bond or cash deposit may be submitted which will guarantee replacement in the event of failure for a period of not less than five years. Equipment which does not meet the experience clause, but is proposed under the above conditions shall comply with all technical requirements specified herein.

1B-3 ADAPTATION OF MATERIALS: Materials shall be readily adaptable for installation and operation as shown on the drawings. No responsibility for alteration to accommodate other types of materials will be assumed by the Owner.

1B-4 PATENT ROYALTIES: All royalties and fees for patents covering materials shall be included in prices quoted by material suppliers. Attention is directed to the requirements of the General Conditions concerning patents.

1B-5 MATERIAL GUARANTEE: The Contractor shall guarantee all materials provided against (a) faulty or inadequate design, (b) improper assembly or operation, (c) defective workmanship or materials, and (d) leakage, breakage, or other failure. The guarantee period shall be as defined in the General Conditions.

1B-6 WORKMANSHIP AND MATERIALS: All materials shall be designed, fabricated, and assembled in accordance with the best modern engineering and shop practice. Materials shall be manufactured to standard sizes and gages so that repairs can be made in the field. Materials provided shall not have been in service at any time prior to delivery, except as required by tests.

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SECTION 1C – MEASUREMENT AND PAYMENT

1C-1 SCOPE: This section covers methods of measurement and payment for items of work under this contract.

1C-2 GENERAL: The total bid price shall cover all work shown for each contract on the construction drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum prices bid. No item that is required by the contract documents for the proper and successful completion of the work will be paid for outside of or in addition to the prices submitted in the bid. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

1C-3 ESTIMATED QUANTITIES: All estimated quantities stipulated in the Bid Form or other contract documents are approximate and are to be used only as a basis for estimating the probable cost of the work and for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under the unit price items may differ from the estimated quantities. The basis of payment for work and materials will be per the lump sum prices provided and measuring the amount of work completed will not be performed. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

1C-4 EXCAVATION: All excavation shall be unclassified.

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)

SPECIAL CONDITIONS FOR LYONS PROPERTY:

1. Mr. Lyons shall be notified by the Contractor 14 Days prior to commencing work on the Lyons Property.
2. Contractor shall provide temporary fence per the detail on the construction plans and said fence shall be "hog tight".
3. Contractor shall follow the Phasing Plan as shown on the Construction Plans as follows:
 - a. Phase 1. The temporary fence for phase 1 shall be installed. Work shall commence at the south property line of the Lyons Property to Curb Inlet B5. All finish grading, clean-up, and hydro-seed shall be completed within phase 1.
 - b. Phase 2. The temporary fence for phase 2 shall be installed. After the phase 2 temporary fence is installed, then the phase 1 temporary fence shall be removed. All necessary work on the south side of Cherry Street shall be completed as necessary to install the final permanent fence on the north property line of the Lyons Property.
4. Contract Time.
 - a. Phase 1. Contract Time for Phase 1 on the Lyons Property shall be 14 days from the date work commences for Phase 1.
 - b. Phase 2. Contract Time for Phase 2 on the Lyons Property shall be 30 days from the date work commences for Phase 2.
5. Liquidated Damages.
 - a. Phase 1. The Liquidated Damages for Phase 1 on the Lyons Property shall be \$500 per day.
 - b. Phase 2. The Liquidated Damages for Phase 1 on the Lyons Property shall be \$500 per day.
6. No above ground drains or junction boxes are allowed on the Lyons Property.