



RE: OLD WILDERNESS SIDEWALK CONSTRUCTION

RESOLUTION #2025-40

Background:

In 2021, staff were directed to develop plans to construct a new sidewalk on Old Wilderness extending from State Highway 14, North of Wasson Dr. and tie into existing sidewalk located adjacent to the Cox facility. At Council's discretion, this project was tabled during the right of way acquisition phase.

In 2024, staff were directed to resume this project. Property valuations were obtained, and negotiations began.

Analysis:

With plans finalized and all required easements attained, this project is now ready for construction.

Recommendation:

It is staff's recommendation that Council pass this Resolution allowing for bids to be solicited for construction.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

RESOLUTION NO. 2025-40

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT BIDS FOR THE OLD WILDERNESS SIDEWALK IMPROVEMENT PROJECT.

WHEREAS the Nixa City Code (Chapter 2, Article VI) authorizes the City Administrator to purchase supplies, materials, equipment, and services on behalf of the City when a competitive procurement method is utilized; and

WHEREAS said provisions require the City Administrator to obtain an authorizing resolution from the City Council prior to soliciting for purchases that will total \$20,000.00 or more; and

WHEREAS City staff are requesting authorization to solicit bids for the construction of the Old Wilderness Sidewalk Improvement project; and

WHEREAS the City Council desires to authorize the City Administrator to undertake the purchase described herein in compliance with Chapter 2, Article VI of the Nixa City Code.

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

SECTION 1: The City Administrator, or designee, is hereby authorized, pursuant to the provisions of Chapter 2, Article VI, of the Nixa City Code, to solicit and undertake the purchase described in "Resolution Exhibit A," which said Exhibit is attached hereto and incorporated herein by this reference.

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: 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.

[Remainder of page intentionally left blank. Signatures follow on next page.]

RESOLUTION NO. 2025-40

ADOPTED BY THE COUNCIL THIS 26th DAY OF August 2025.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2025.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



RFB-035-2025/Street

Old Wilderness Sidewalk Improvement

Issue Date: 8/27/2025

Questions Deadline: 8/28/2025 12:00 AM (CT)

Response Deadline: 10/1/2025 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing

Address: Purchasing

City Hall

715 W. Mt. Vernon Street

PO Box 395

Nixa, MO 65714

Phone: (417) 449-0555

Email: sewing@nixa.com

Event Information

Number: RFB-035-2025/Street
Title: Old Wilderness Sidewalk Improvement
Type: Request for Bid
Issue Date: 8/27/2025
Question Deadline: 8/28/2025 12:00 AM (CT)
Response Deadline: 10/1/2025 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Bid for the construction/improvement of the sidewalk located at Old Wilderness.

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

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

The Response Deadline is the date and time public unsealing of bid responses will be held.

Public unsealing of bid responses will take place at:

City of Nixa
Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714

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

Ship To Information

Contact: Jeff Roussell
Address: Street
Public Works
1111 Kathryn Street
PO Box 395
Nixa, MO 65714
Phone: (417) 725-2353
Email: jroussell@nixa.com

Billing Information

Contact: Accounts Payable
Address: Finance
City Hall
715 W. Mt Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 725-3785
Email: accountspayable@nixa.com

Bid Attachments

202008-OLD WILDERNESS SIDEWALK IMP. - 8-20-25.pdf

Sidewalk Improvement bid document

[View Online](#)

Exhibit B - Bid Form - Old Wilderness Rd Sidewalks 082025.pdf

Exhibit B - Bid Form - Old Wilderness Rd Sidewalks

[View Online](#)

Old Wilderness Rd - Electrical Details_Option 1.pdf

Old Wilderness Rd - Electrical Details_Option 1

[View Online](#)

Old Wilderness Rd - Electrical Lighting Layout_Option 1.pdf Old Wilderness Rd - Electrical Lighting Layout_Option 1	View Online
Contract Template.pdf Contract Template	View Online
Affidavit of Business Entity.pdf E-Verify	View Online
anti-demonstration-against-israel.pdf Anti-Demonstration Against Israel affidavit	View Online
OSHA 10 AFFIDAVIT.pdf OSHA affidavit	View Online
2025 BUSINESS LICENSE APPLICATION.pdf Business License Application	View Online

Requested Attachments

Bid Response Form

(Attachment required)

Please upload your bid response here.

E-Verify

(Attachment required)

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

Bid Bond

Please upload your bid bond here.

OSHA Affidavit

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

Anti Demonstration Against Israel Affidavit

Please download the "Anti-Israel Affidavit", located on the Attachment tab. Complete the document and upload it here.

Other Attachment

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

Bid Attributes

1	<p>Introduction</p> <p>There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes, if applicable.**</p>
2	<p>RFB Submission Response</p> <p>The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. For any questions, please contact the Purchasing Department at 417.449.0555.</p>

3 Bid Opening

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

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

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

4 Attachments Required

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

5 Bid Award

The City of Nixa reserves the right to award Bids to the Vendor whose bid response best serves the City's best interest. The City reserves the right to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

☐ I acknowledge.

(Required: Check if applicable)

6 Technical Specs and Plans

Download the Technical Specs and Plans, located on the "Attachments" tab. Thoroughly review the document and understand these are the documents you are to follow for construction of the project. Please indicate below you acknowledge.

☐ I have downloaded, read and agree to comply.

(Required: Check if applicable)

7 Bid Bond/Performance Bond/Insurance Requirements

The City of Nixa has requirements which will need to be completed by the awarded vendor. Please review the information below regarding Bid Bond/Security information as well as information on insurance and special requirements expected from the awarded vendor for this project. Acknowledge your understanding below.

Requirement for Bid Security – Bid security bond is required for all construction when the bid amount is \$20,000.00 or greater or deemed necessary by the City. Bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the City in an amount equal to at least 5% of the amount of the bid. Failure to provide security will result in the bid being rejected. If the bidder fails to honor his bid for any reason, then such bid security may be retained by the City and deposited to the General Fund. The City has the right to hold bidders' bonds until the awarded contract is executed.

Contract Performance and Payment Bonds – When a construction contract is awarded, for an amount exceeding \$20,000.00, a bond shall be delivered to the City and shall become binding on the parties upon the execution of the contract; which bond shall be a performance, labor, and materials bond satisfactory to the City, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.

Insurance - All contracts between the City and a Contractor shall state that Contractor shall include the City as "additional insured" during the term of the contract. Workers Compensation amount and type shall be in full compliance with applicable statutory requirements, and Employer Liability Coverage limits is to be provided consistent with any applicable legal requirements. Commercial General Liability and Comprehensive Automobile Liability coverage are to be in the amount equal to the sovereign immunity limits for Missouri public entities as calculated and published in Section 537.610 RSMo. In addition, for any projects utilizing state or federal transportation funds, Insurance requirements shall meet those necessary to comply with those funding requirements.

Prevailing Wage Requirement - Subject to prevailing wage requirements, only for those projects required by State law, the vendor must comply with Section 290.250 RSMo by paying to all personnel employed for applicable services actually provided under the contract not less than the prevailing wage hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the current wage order for Christian County. If a project qualifies for prevailing wage, pertinent information will be in the solicitation document.

E-Verify, Federal Work Authorization - Pursuant to RSMo 285.530, if the Vendor meets the definition of RSMo 285.525 of a "Business Entity", the Vendor must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to its employees hired after enrollment in the program who are proposed to work in connection with the services the City is bidding / contracting. The document is required for services when the awarded dollar value is equal or greater than \$5,000.00. OSHA Training Program - Contractors on public works projects shall comply with all requirements of Section 292.675, RSMo., regarding completion of a construction safety program by all employees on the project.

☐ I acknowledge.

(Required: Check if applicable)

8 Anti-Collusion Statement

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

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

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

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

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

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

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

☐ I agree.

(Required: Check if applicable)

9 Vendor Verification

The City of Nixa has utilized Payment Works for vendor verification. If awarded the bid, you will receive an email to register with Payment Works and upload your vendor information. By acknowledging this item, you agree to follow thru and register thru Payment Works to be a vendor with the City, as requested.

☐ I acknowledge.

(Required: Check if applicable)

10 Business License

The City of Nixa has a Business License Code which requires all businesses performing a service within the city limits, regardless of their physical location, to obtain a business license. If awarded the bid, as a part of the contract, you and any subcontractors will be required to obtain a business license before any work shall begin.

☐ I understand and agree to comply.

(Required: Check if applicable)

11 Contract Template and Affidavits

In the "Attachments Tab", you will find the contract template which the City will use for this project. Please review and confirm there are no issues with executing this contract. If you have issues, please redline them and attach with your bid response. Affidavits are also attached that we will ask for when executing the contract. In an effort to save time, you may download, complete and upload the documents in the Response Attachments.

☐ I understand and agree to comply.

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

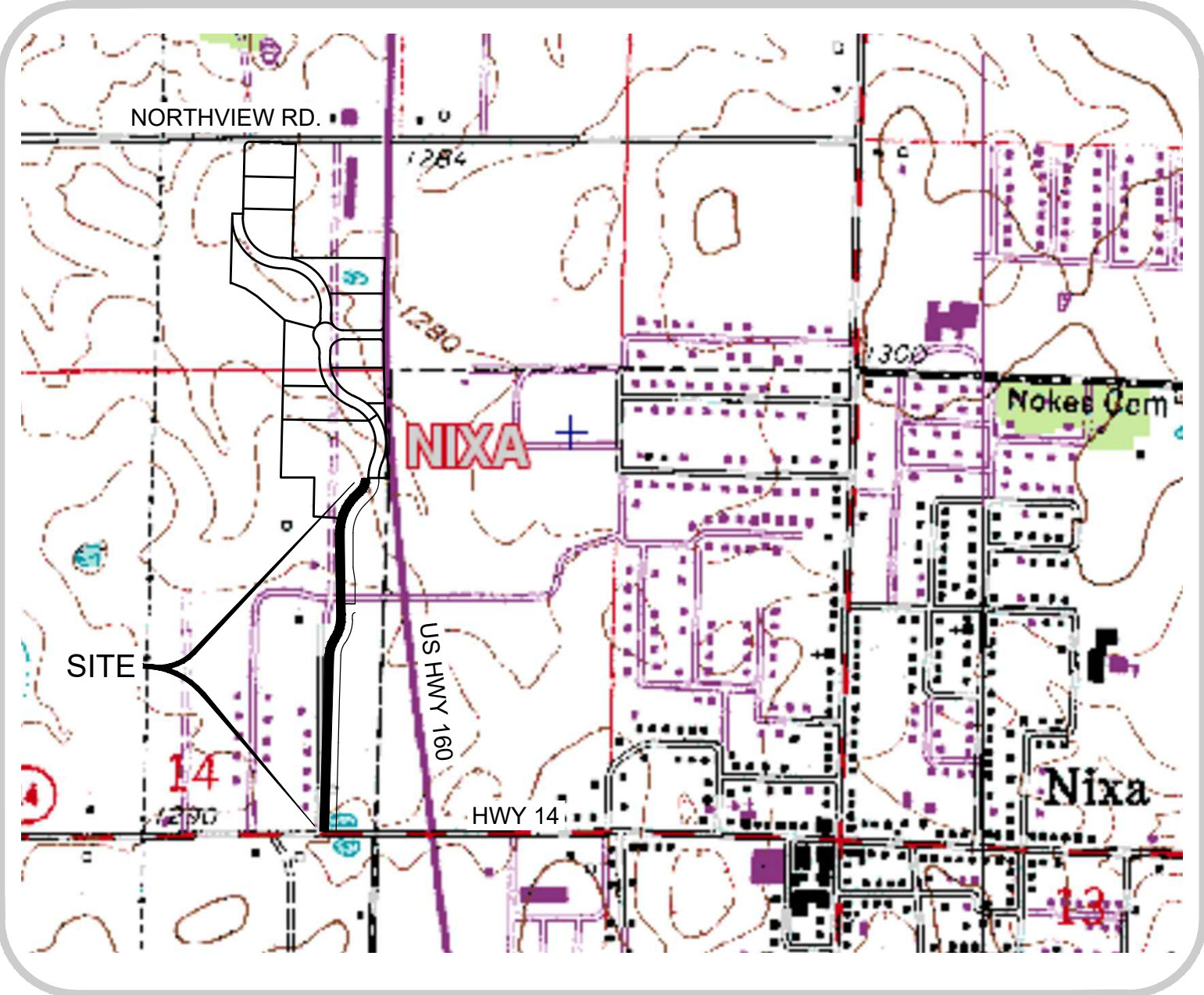
Email:

Supplier Notes

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

Print Name

Signature



LOCATION MAP:
SECTION 13, TOWNSHIP 27N, RANGE 22W
NOT TO SCALE

- BENCHMARK**
- TBM NO. 1 – EXISTING IRON PIN, AS SHOWN ON PLAN, THIS SHEET. ELEVATION = 1278.81
- TBM NO. 2 – EXISTING IRON PIN, AS SHOWN ON PLAN, THIS SHEET. ELEVATION = 1291.78
- TBM NO. 3 – EXISTING IRON PIN – 2" PIPE, AS SHOWN ON PLAN, THIS SHEET. ELEVATION = 1295.92

- LEGEND**
- | | | | |
|-------|---|-----|----------------------------|
| ● | = EXISTING IRON PIN; | ⊗ | = SEWER MANHOLE. |
| ⊙ | = 5/8" IRON PIN SET CAPPED "LC-838", EXCEPT AS NOTED. | ⊗ | = SEWER CLEAN-OUT. |
| + | = CROSS CUT IN CONCRETE. | ⊗ | = CURB INLET. |
| ■ | = EXIST. R/W MARKER. | ⊗ | = ELECTRIC TRANSFORMER. |
| ■ | = EXIST. SURVEY STONE. | ⊗ | = STREET/PARKING LIGHT. |
| —●— | = CHAIN-LINK FENCE. | ⊗ | = DRAINAGE MANHOLE. |
| —●— | = WIRE FENCE. | ⊗ | = TRAFFIC CONTROL PULLBOX. |
| —●— | = WOOD FENCE. | ⊗ | = FLOOD LIGHT. |
| —S— | = SANITARY SEWER. | ⊗ | = TRAFFIC CONTROL CABLE. |
| —GAS— | = GAS LINE. | ⊗ | = CONIFEROUS TREE. |
| —W— | = WATER LINE. | ⊗ | = DECIDUOUS TREE. |
| —OE— | = OVERHEAD ELECTRIC. | ⊗ | = GROUP OF TREES |
| —T— | = TELEPHONE AND/OR FIBER OPTIC LINE. | (M) | = MEASURED DISTANCE |
| —FO— | = FIBER OPTICS. | (D) | = DEED DISTANCE |
| —ST— | = STORM SEWER | (R) | = RECORD DISTANCE |
| ⊗ | = POWER POLE. | (P) | = PLAT DISTANCE |
| ⊗ | = WATER VALVE. | (W) | = WELL |
| ⊗ | = WATER METER. | ⊗ | = POLE ANCHOR |
| ⊗ | = FIRE HYDRANT. | | |
| ⊗ | = GAS VALVE. | | |
| ⊗ | = GAS METER. | | |
| ⊗ | = TELEPHONE RISER. | | |

- ABBREVIATIONS:**
- TC = TOP OF CURB
GT = GUTTER
FL = FLOWLINE
CL = CENTERLINE
SG = SUBGRADE
PC = POINT OF CURVATURE (BEGIN CURVE)
PT = POINT OF TANGENCY (END CURVE)
POC = POINT ON CURVE
PRC = POINT OF REVERSE CURVE
TB = THRUST BLOCK

CAUTION

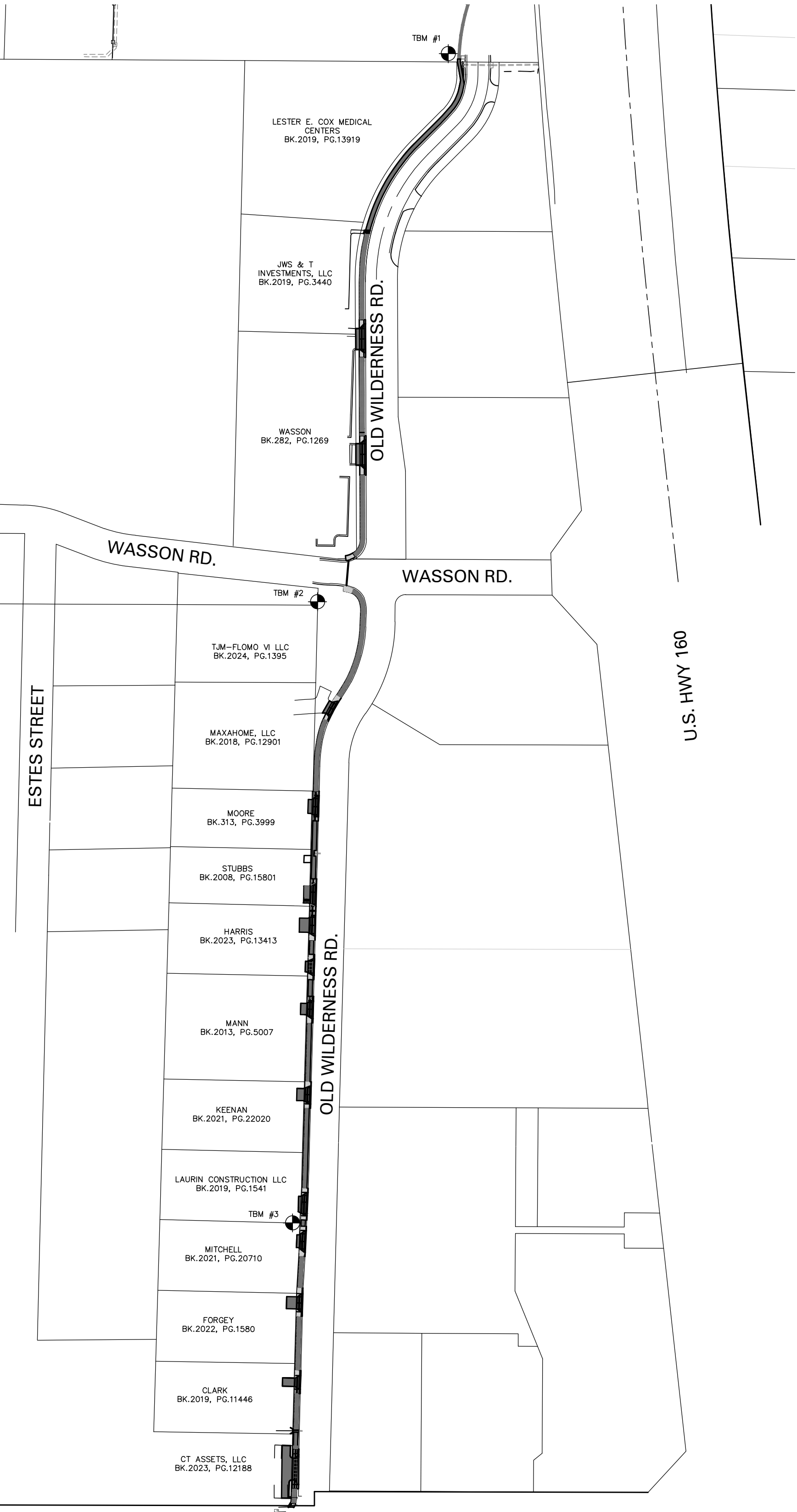
EXISTING UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES, POWER LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING AND ARE FOR REFERENCE ONLY. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL EXISTING ITEMS SHOWN ON THE DRAWING.

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.

OLD WILDERNESS ROAD SIDEWALK IMPROVEMENTS

NIXA, CHRISTIAN COUNTY, MISSOURI



SIDEWALK PLAN
SCALE: 1" = 125'

JUNE 2024



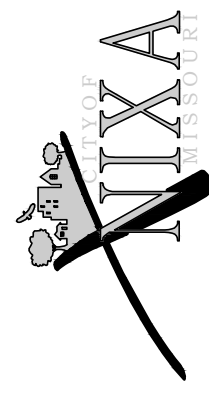
SHEET INDEX

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	SIDEWALK PLAN STA:0+00 TO STA:7+25.00
3.	SIDEWALK PLAN STA:7+25.00 TO STA:15+25.00
4.	SIDEWALK PLAN PROFILE STA:15+25.00 TO STA:21+32.79
5.	DRIVEWAY ENTRANCE CROSS-SECTIONS
6.	DRIVEWAY ENTRANCE CROSS-SECTIONS
7.	SIDEWALK WALL CROSS-SECTIONS
8.	SIDEWALK WALL CROSS-SECTIONS
9.	SIDEWALK DETAILS
10.	SIDEWALK DETAILS

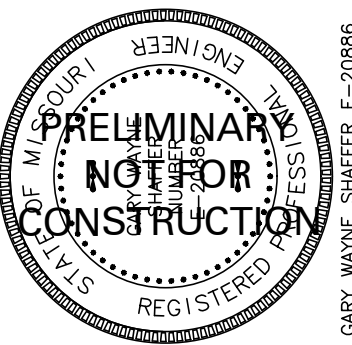
GENERAL CONSTRUCTION NOTES

- 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.
- PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CONVEVE A PRECONSTRUCTION CONFERENCE BETWEEN THE OWNER, ENGINEER AND THE CITY OF NIXA.
- 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.
- 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.
- 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.
- 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.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AS-BUILT PLANS FOR ANY DEVIATIONS FROM THIS SET OF PLAN SHEETS.
- CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS AND SLOPES AND SHALL CONFIRM WITH ENGINEER AND NOTE ANY VARIATION THEREOF PRIOR TO INSTALLMENT.
- FINAL CLEAN-UP REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE STRICTLY ENFORCED.
- MAIL BOXES, WATER METERS, WITHIN AREA OF SIDEWALK CONSTRUCTION SHALL BE RELOCATED BY THE CONTRACTOR. COORDINATE LOCATION WITH CITY OF NIXA.
- CONTRACTOR SHALL PROVIDE THE NECESSARY AMOUNT OF BEST MANAGEMENT PRACTICES (BMP'S) TO PREVENT EROSION AND SEDIMENT RUNOFF. CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING, MAINTENANCE, AND MODIFICATION OF THE INSTALLED BMP'S AS NECESSARY FOR SEDIMENT AND EROSION CONTROL.
- ALL SIDEWALKS SHALL BE PER PROWAG.
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AS NECESSARY PER MUTCD. 2 LANES OF TRAFFIC SHALL BE OPEN AT ALL TIMES UNLESS APPROVED BY CITY.
- PROVIDE TEMPORARY GRAVEL DRIVEWAYS FOR ACCESS TO PROPERTIES. DRIVEWAYS SHALL BE CONSTRUCTED WITHIN 7 DAYS OF REMOVAL OF EXIST. DRIVEWAY.
- THE APPROXIMATE DISTURBED AREA FOR THIS PROJECT IS 0.56 AC. AND THEREFORE A MDNR LAND DISTURBANCE PERMIT IS NOT REQUIRED. CONTRACTOR SHALL UTILIZE BMP'S AS NECESSARY TO ENSURE SEDIMENT DOES NOT WASH INTO THE STREETS.
- COMPACTION OF SUBGRADE SHALL BE PER CITY OF NIXA SPECIFICATIONS AND SHALL BE OBSERVED AND APPROVED BY CITY INSPECTOR.
-

OLD WILDERNESS ROAD
SIDEWALK IMPROVEMENTS



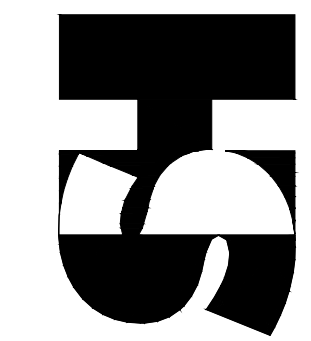
Nixa, Christian County, Missouri



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@shafferhines.com



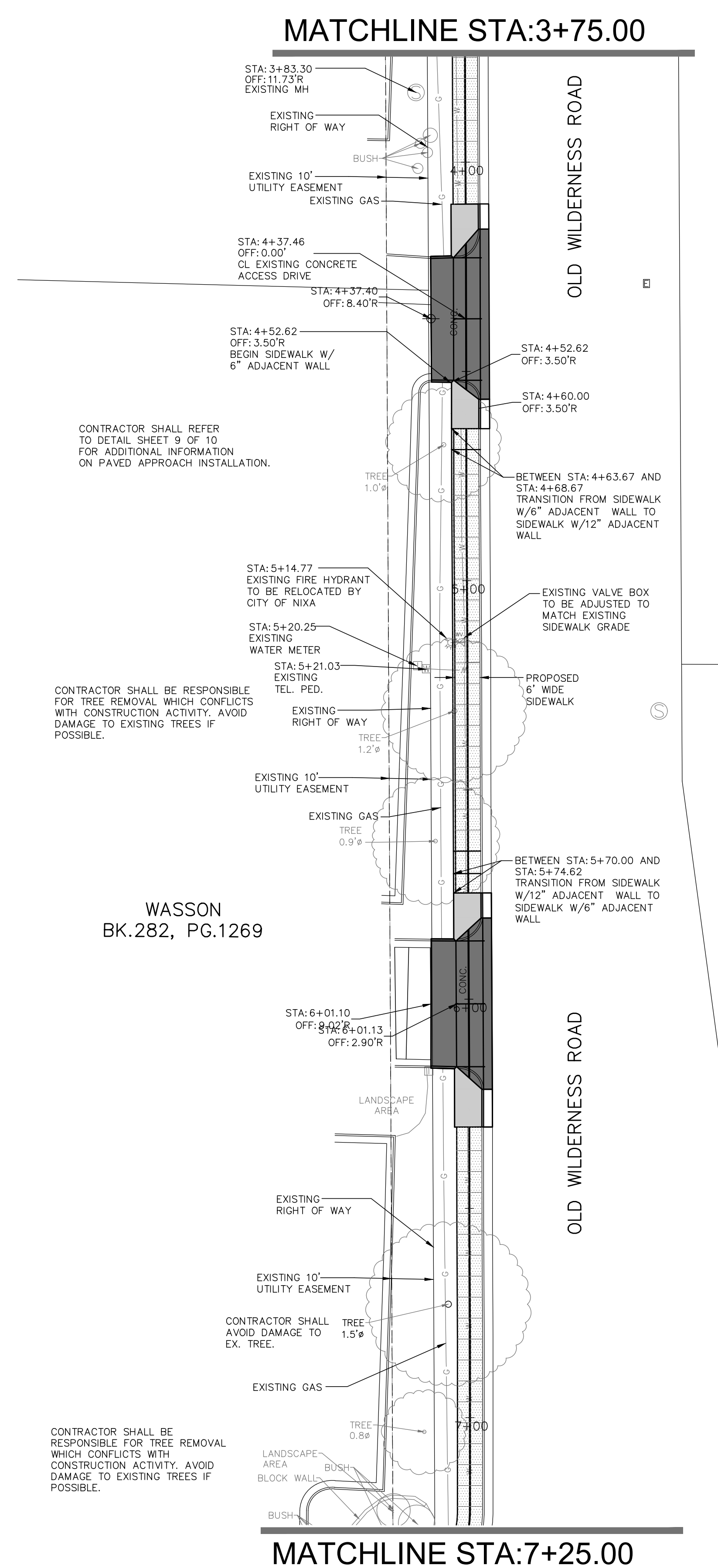
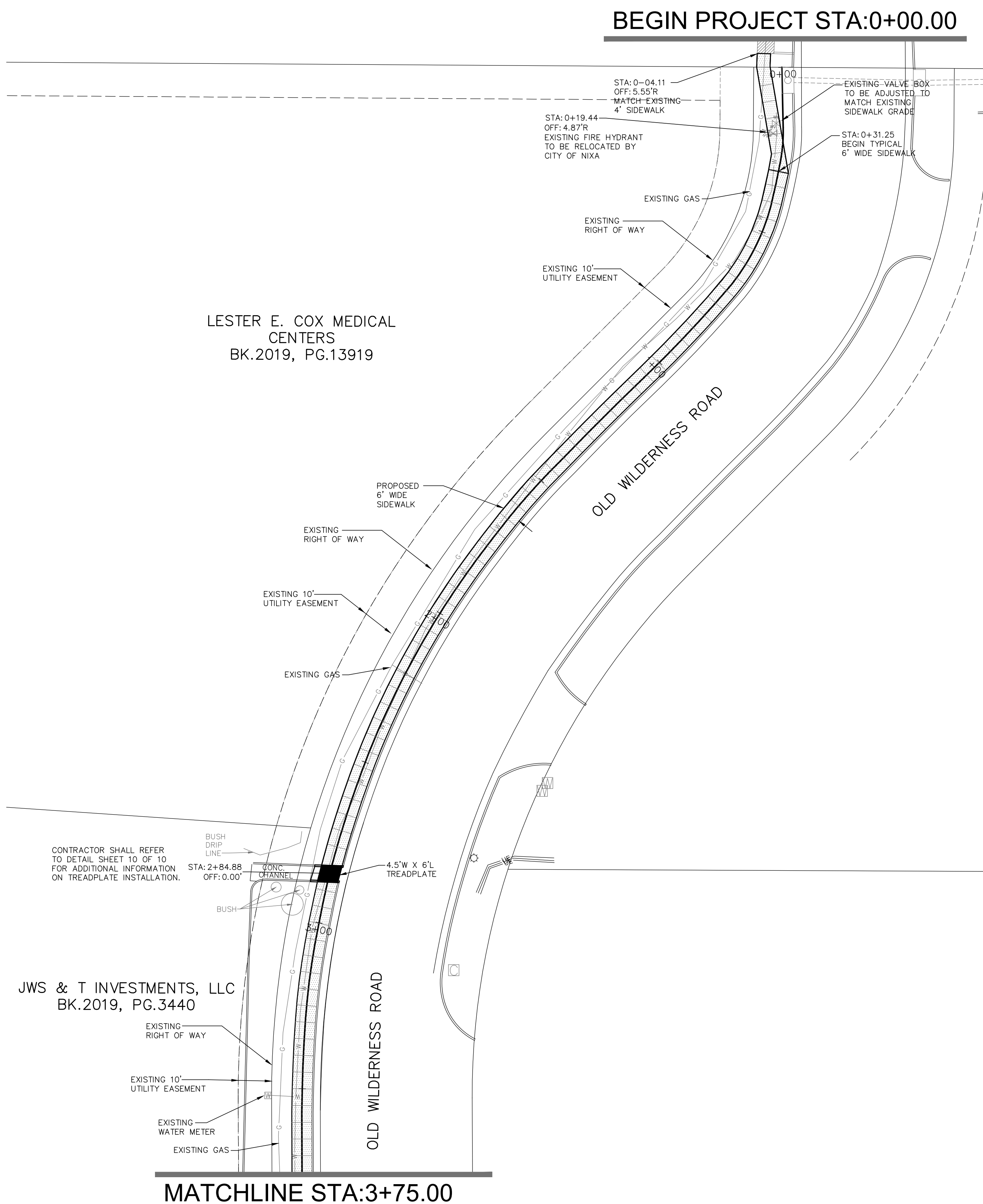
COVER SHEET

DESIGN BY	GWS
DRAWN BY	GWS,GSM
CHECKED BY	GWS
DATE	JUNE 2024
SCALE	AS SHOWN

REVISIONS

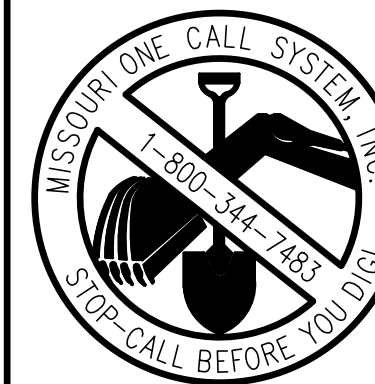
JOB NO.
202008

SHEET
1 OF 10

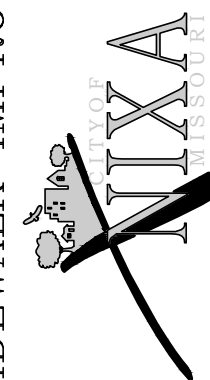


SIDEWALK PLAN

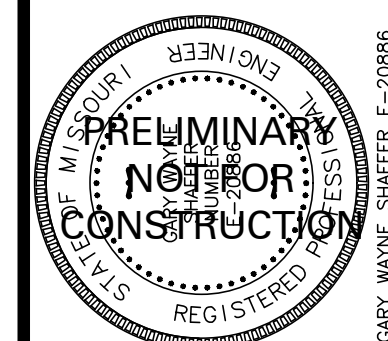
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OLD WILDERNESS ROAD
SIDEWALK IMPROVEMENTS



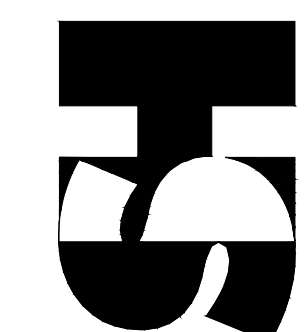
Nixa, Christian County, Missouri



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@shafferhines.com



SIDEWALK PLAN

STA:0+00.00 - STA:7+25

DESIGN BY GWS
DRAWN BY GWS,GSM
CHKD BY GWS
DATE JUNE 2024
SCALE AS SHOWN

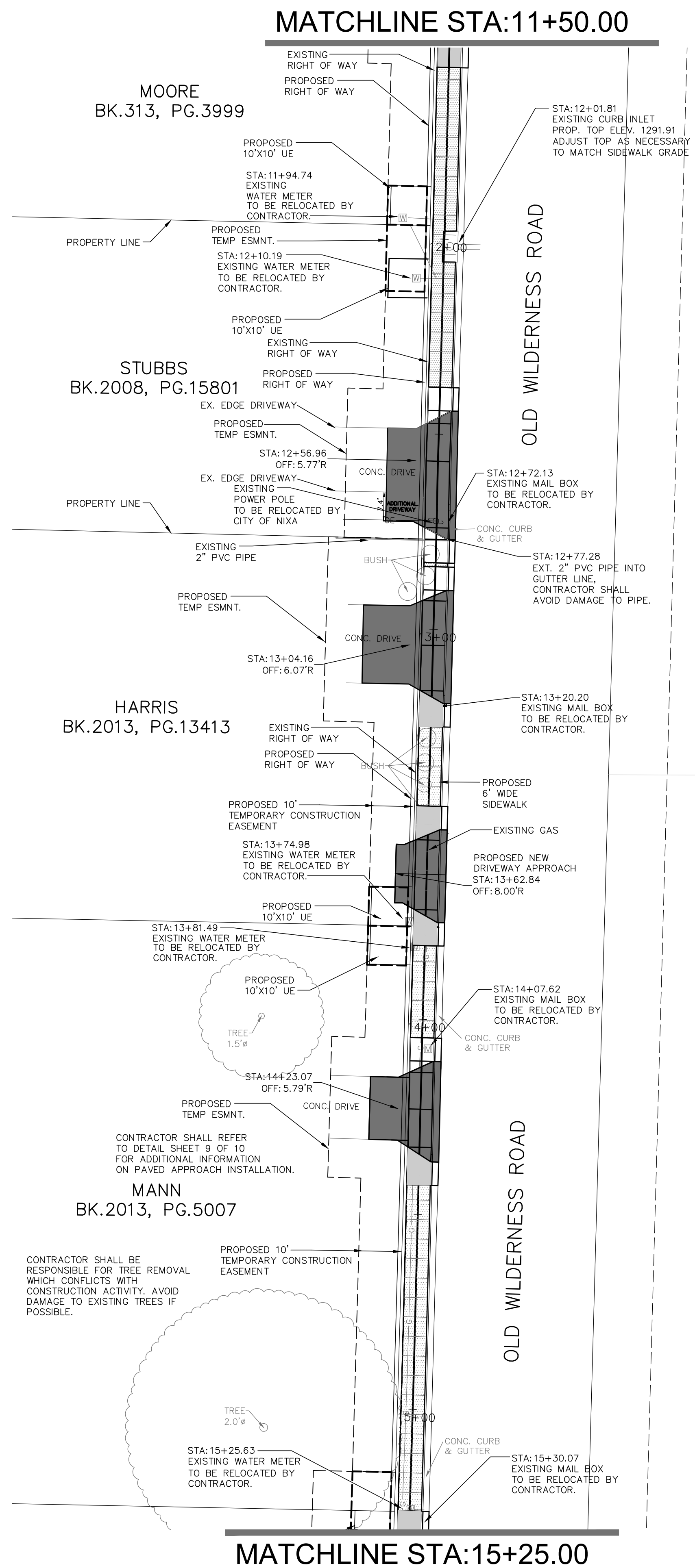
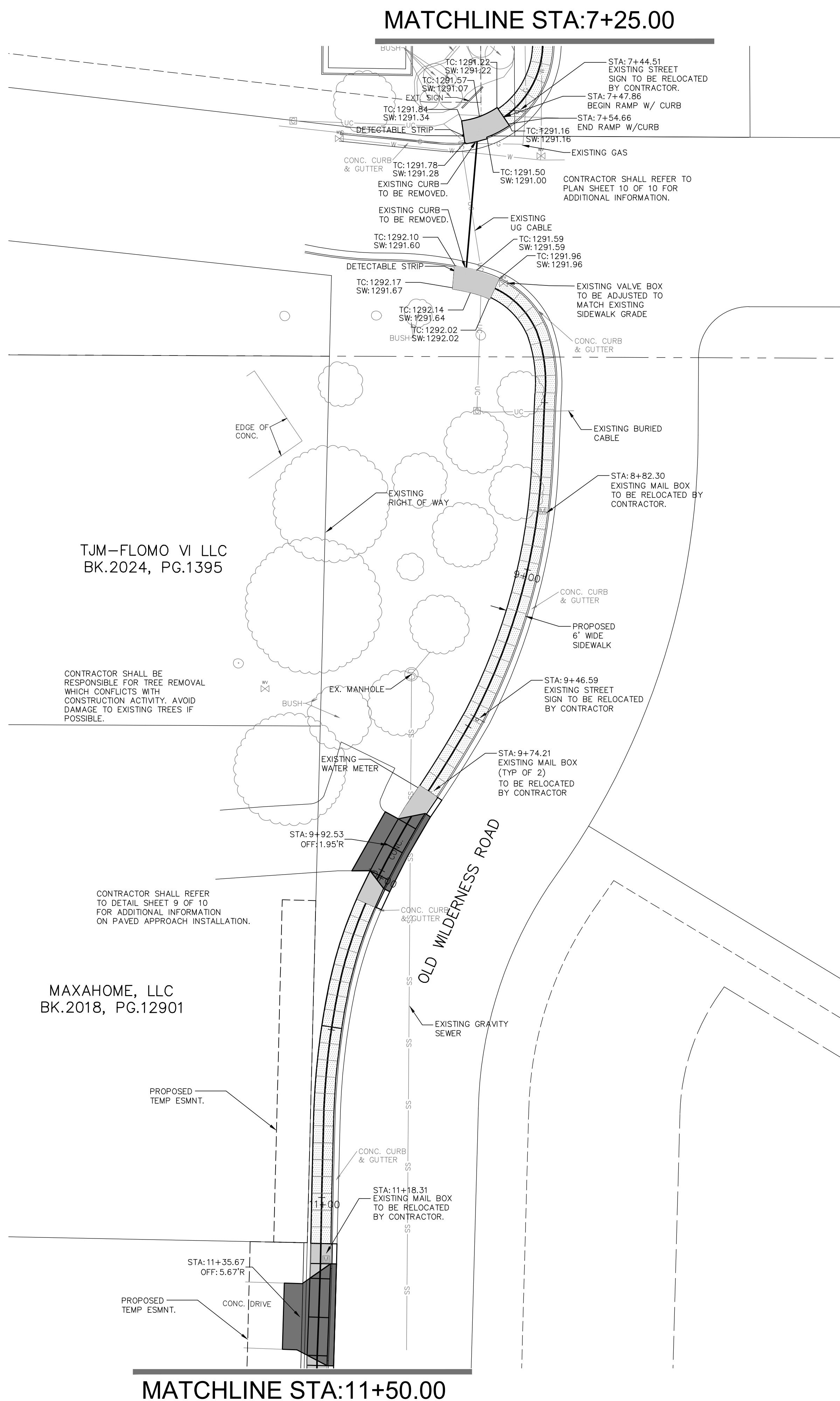
REVISIONS	

JOB NO.

202008

SHEET

2 OF 10

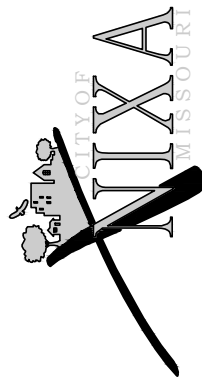


SIDEWALK PLAN

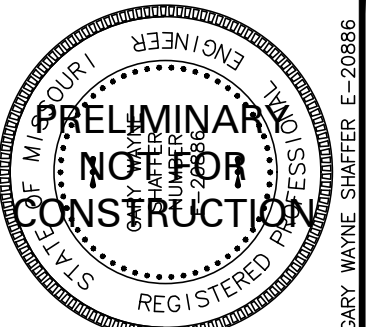
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OLD WILDERNESS ROAD
SIDEWALK IMPROVEMENTS



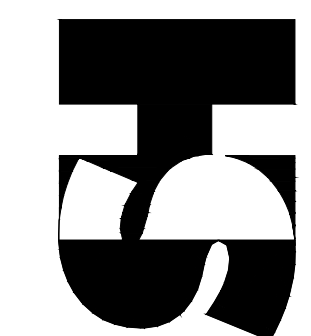
Nixa, Christian County, Missouri



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@shafferhines.com



SIDEWALK PLAN
STA:7+25 - STA:15+25

DESIGN BY GWS
DRAWN BY GWS/GSM
CHKD BY GWS
DATE JUNE 2024
SCALE AS SHOWN

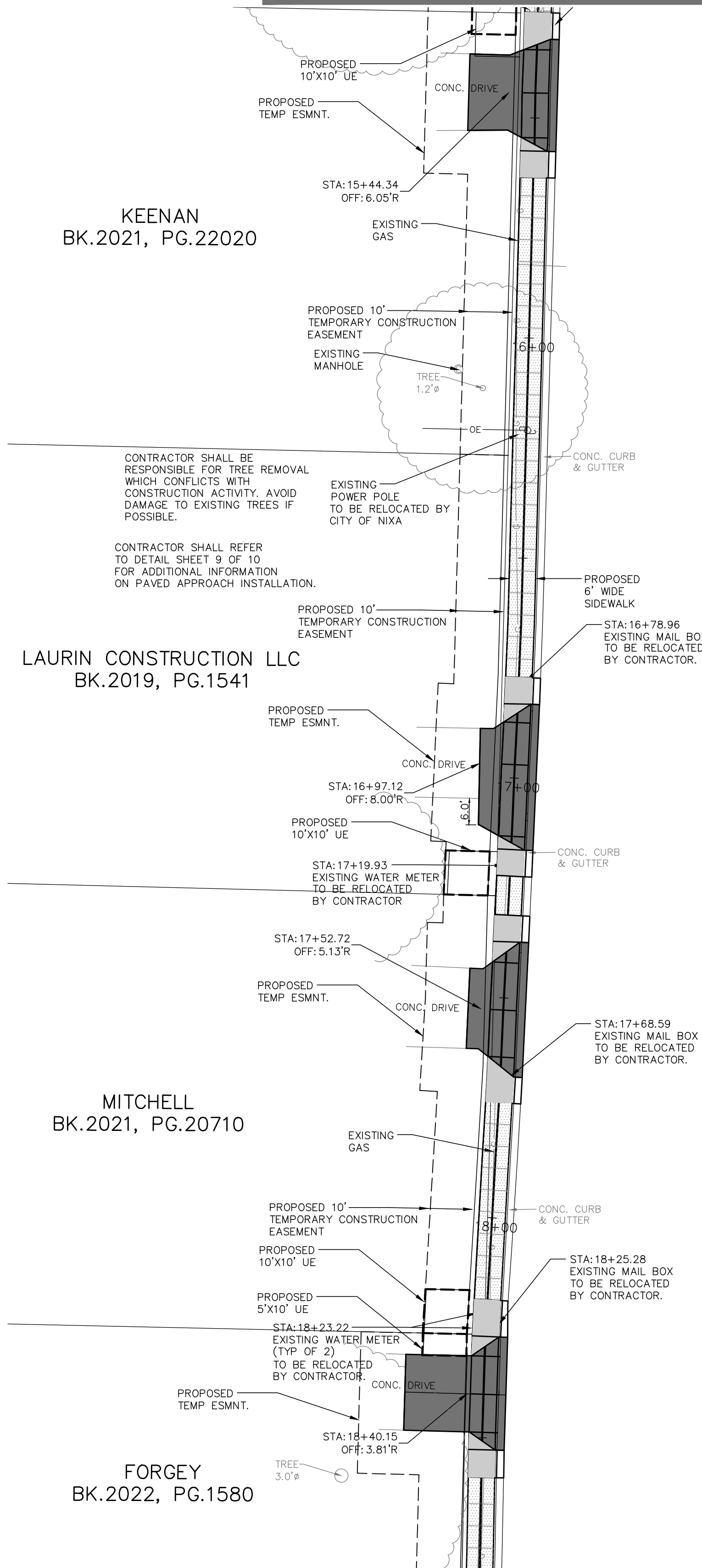
REVISIONS	

JOB NO.
202008

SHEET
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MATCHLINE STA:15+25.00

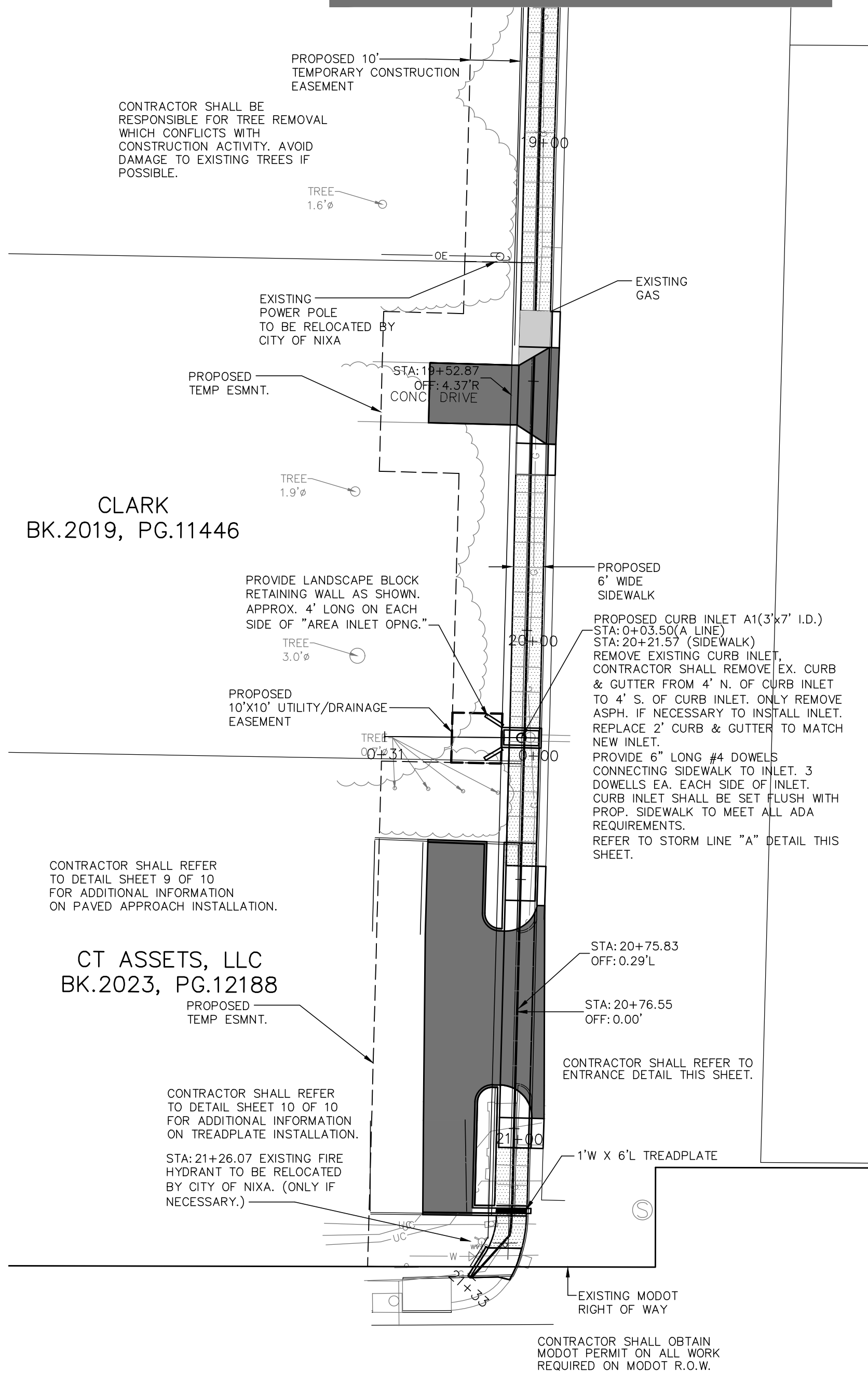


MATCHLINE STA:18+75.00

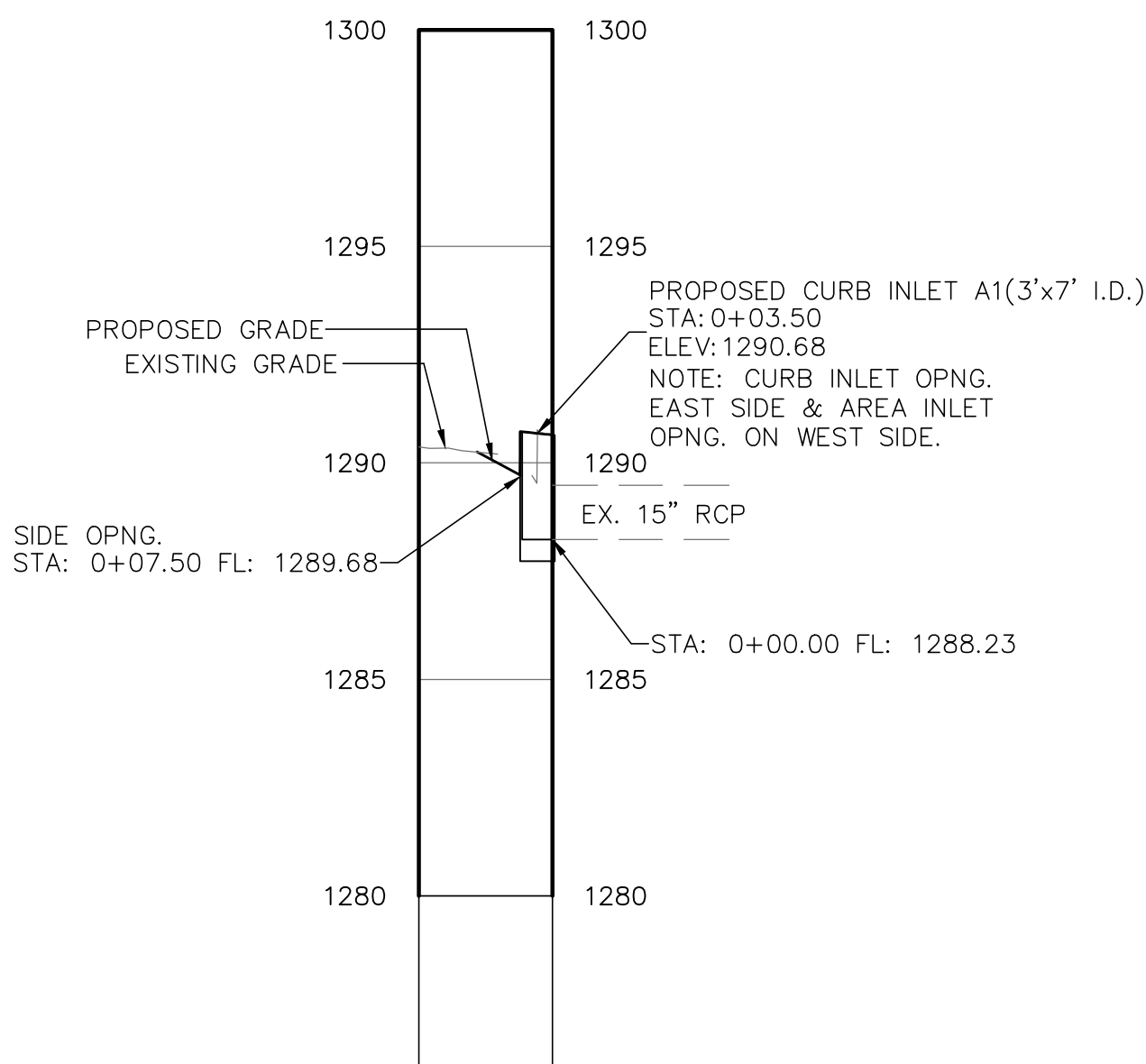
SIDEWALK PLAN

SCALE: 1"=20'

MATCHLINE STA:18+75.00

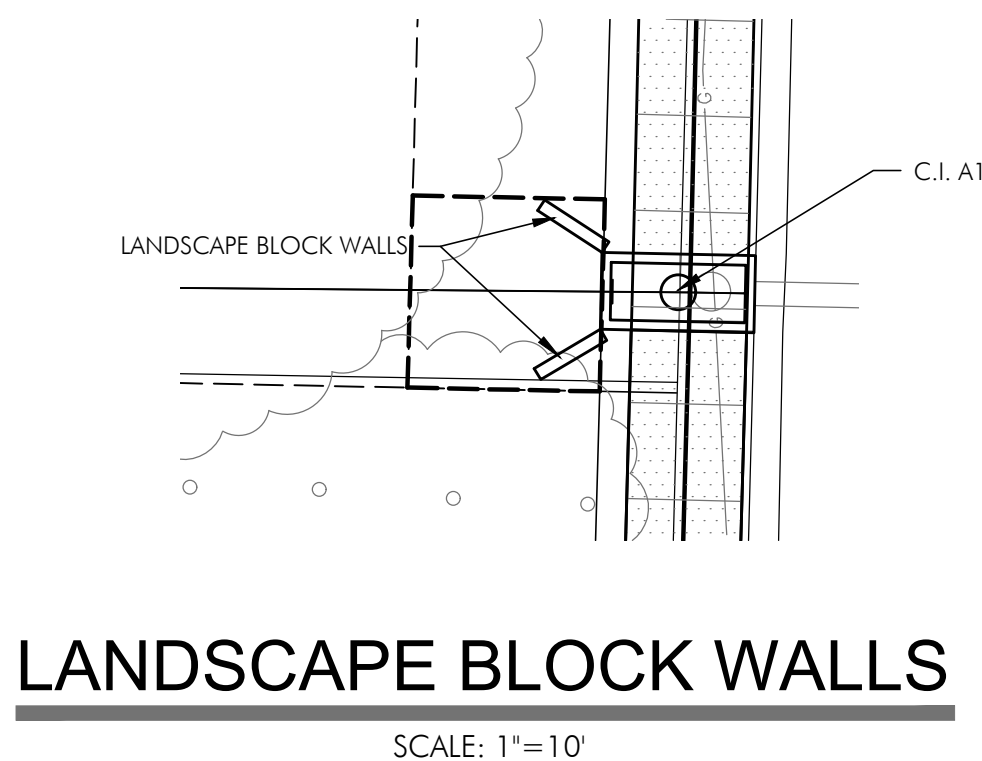


END OF PROJECT STA:21+32.79



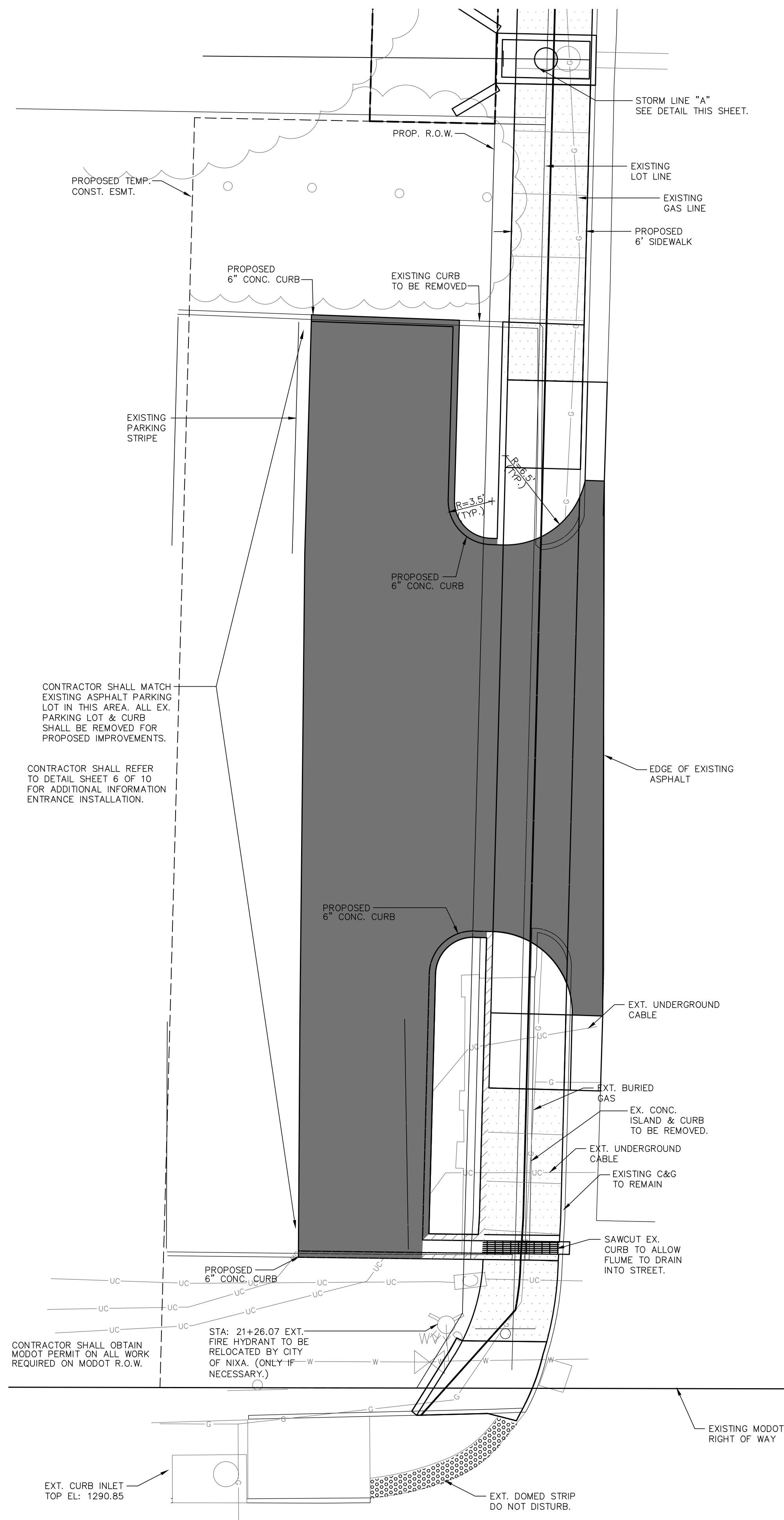
STORM LINE "A"

SCALE: 1"=20'



LANDSCAPE BLOCK WALLS

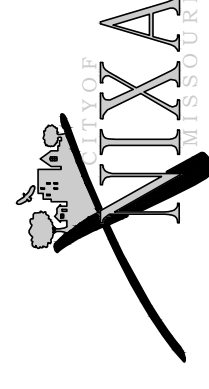
SCALE: 1"=10'



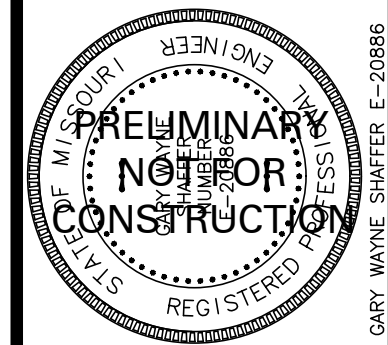
ENTRANCE DETAIL

SCALE: 1"=10'

OLD WILDERNESS ROAD
SIDEWALK IMPROVEMENTS

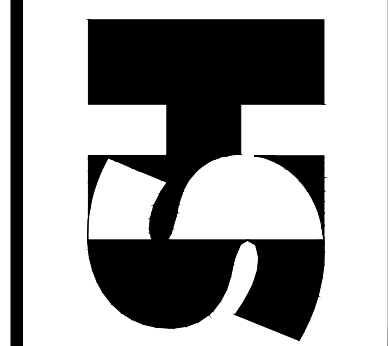


Nixa, Christian County, Missouri



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LICENSE NO. 001665

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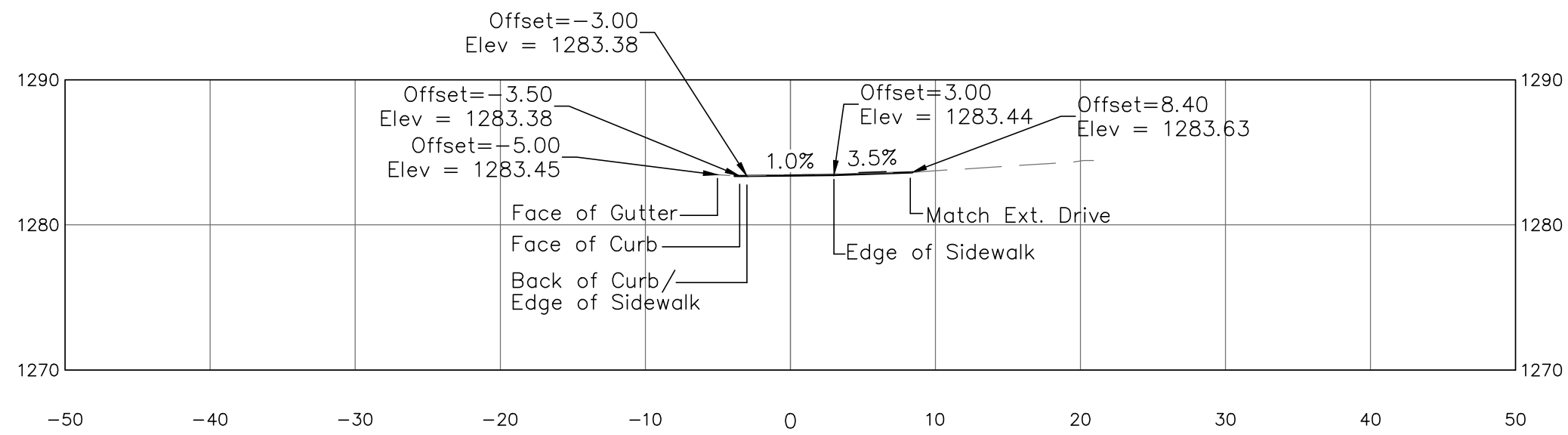
SIDEWALK PLAN
STA:15+25 - STA:21+32.79

DESIGN BY GWS
DRAWN BY GWS,GSM
CHKD BY GWS
DATE JUNE 2024
SCALE AS SHOWN

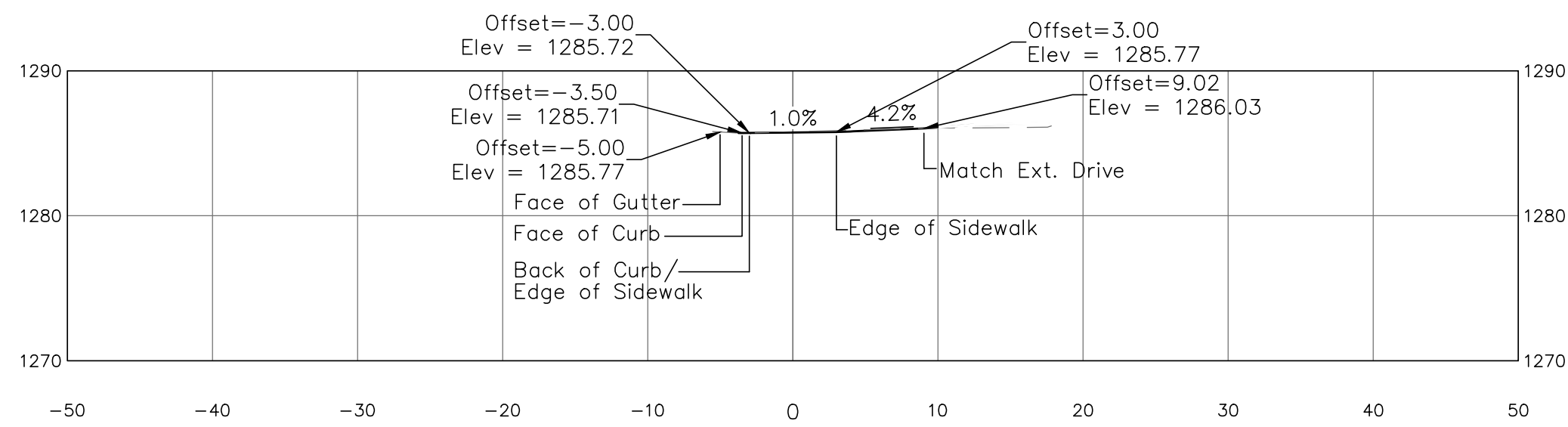
REVISIONS

JOB NO.
202008

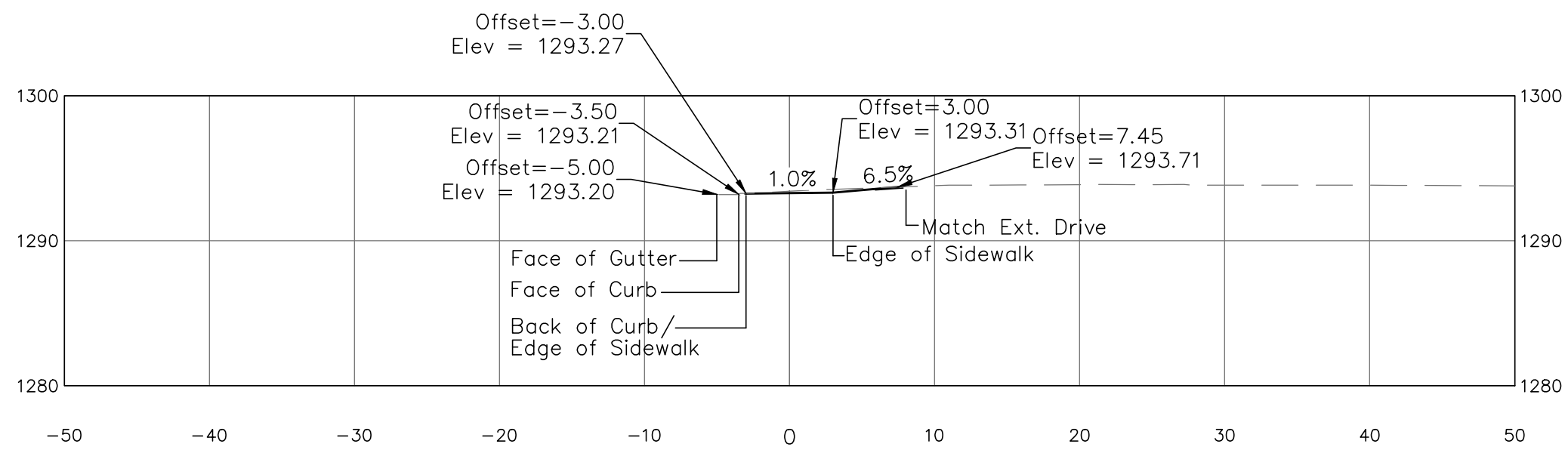
SHEET
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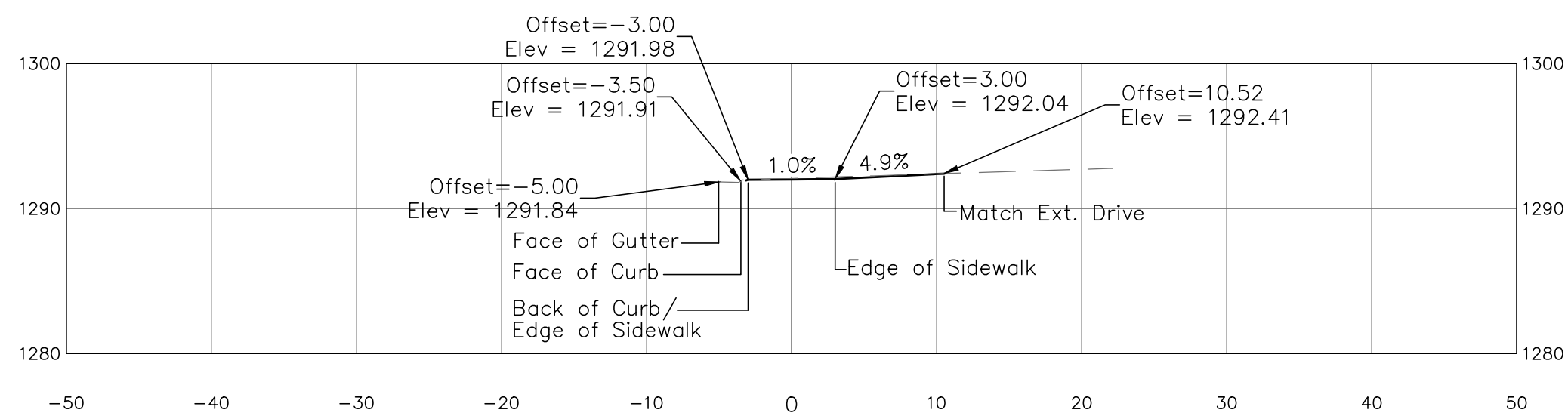
(STA: 4+37.46)
413 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



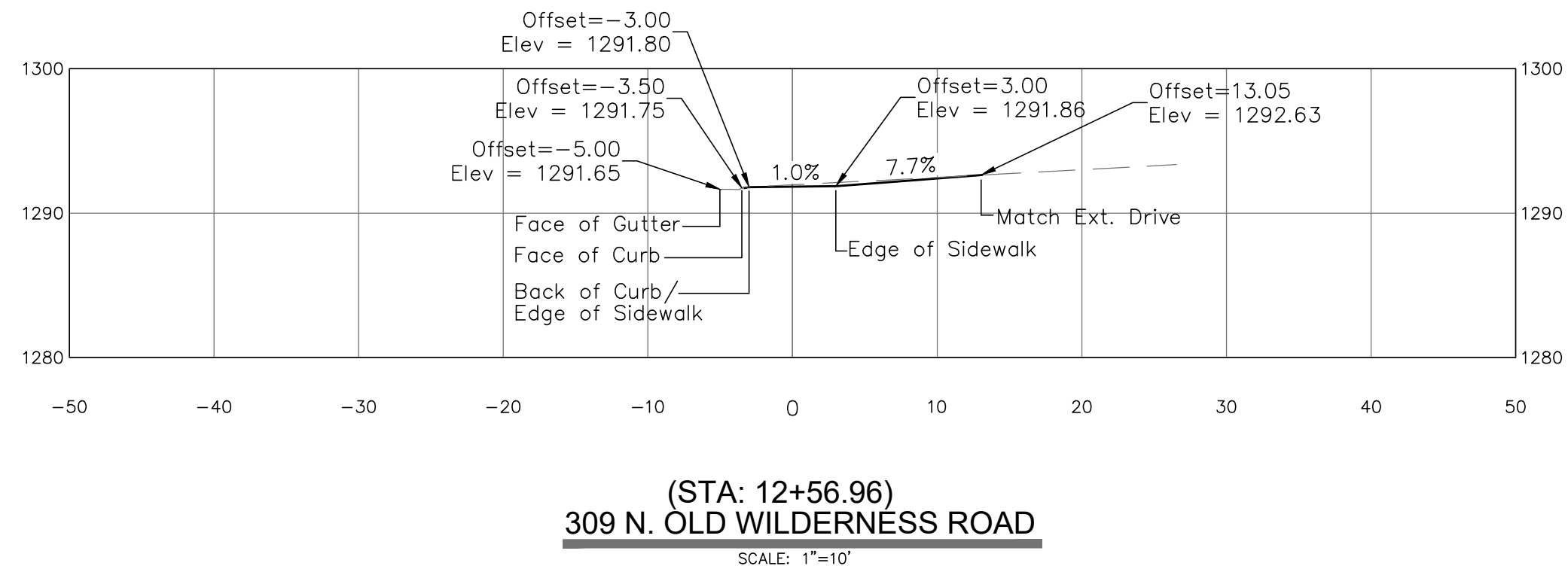
(STA: 6+01.13)
407 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



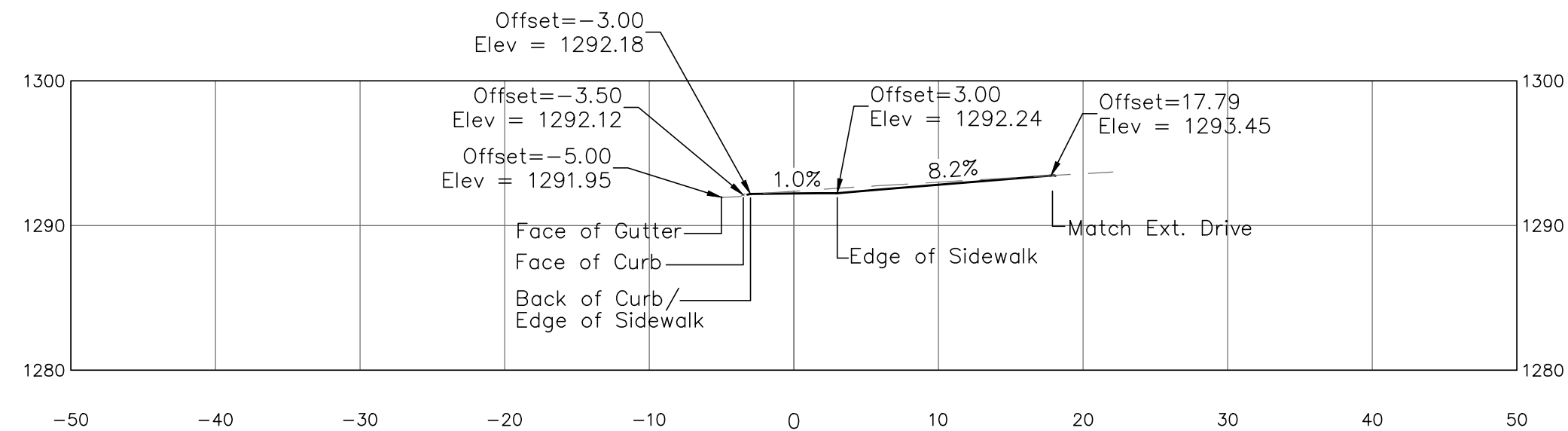
(STA: 9+92.53)
313 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



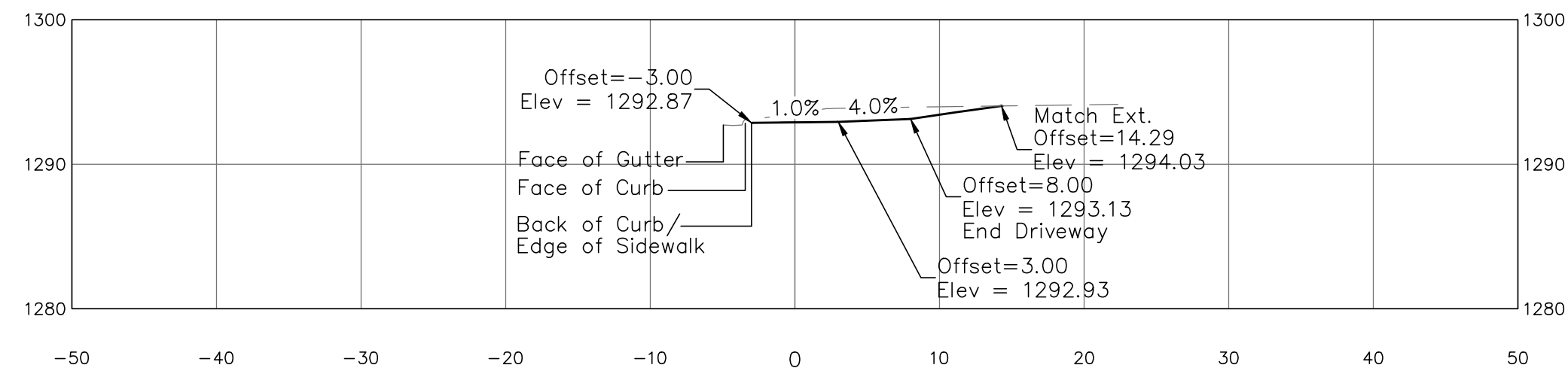
(STA: 11+35.67)
311 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



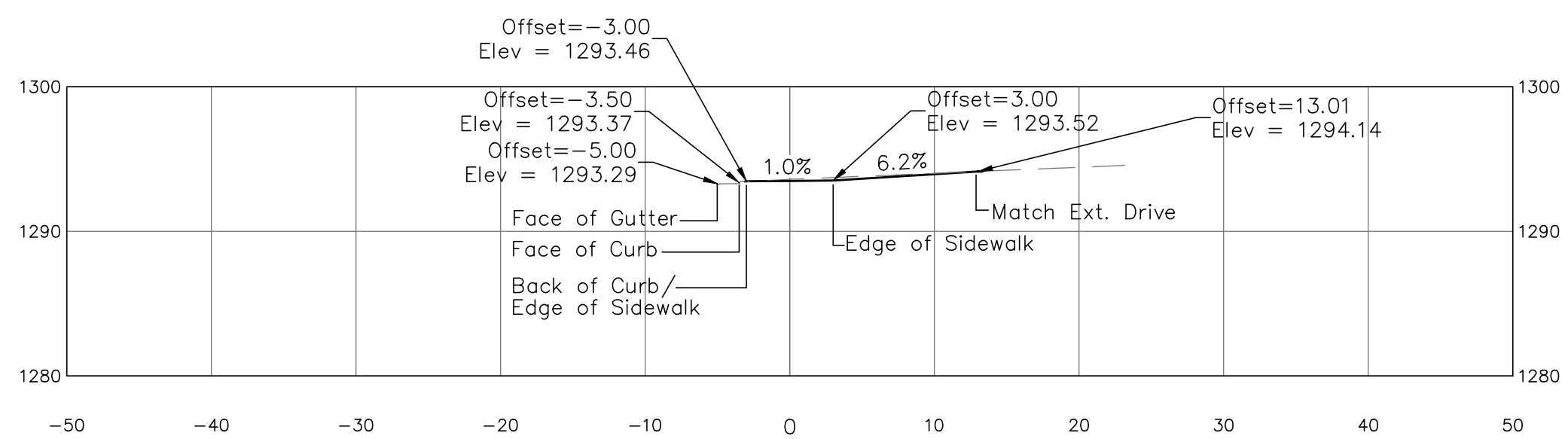
(STA: 12+56.96)
309 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



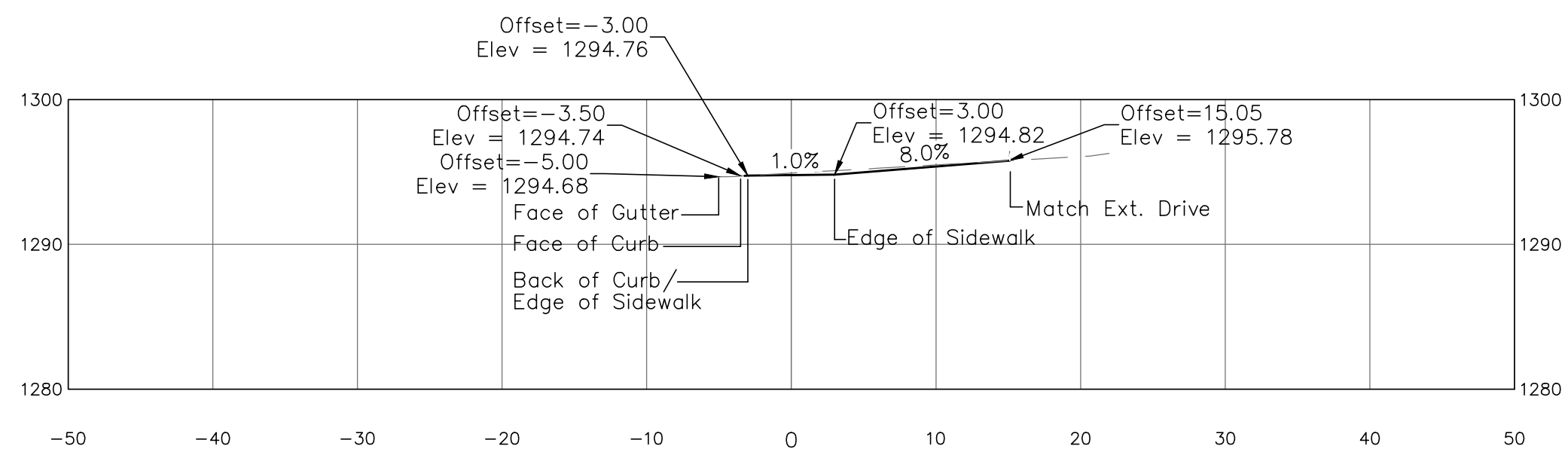
(STA: 13+04.16)
207 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



(STA: 13+62.84)
**207 N. OLD WILDERNESS ROAD
(ADDITIONAL DRIVEWAY)**
SCALE: 1"=10'



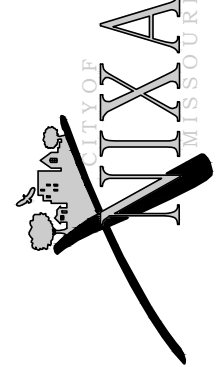
(STA: 14+23.07)
205 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



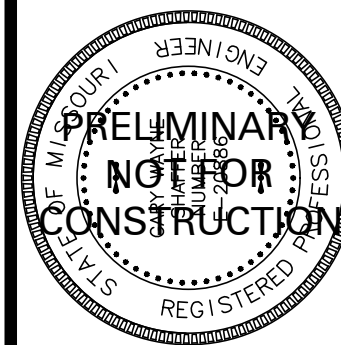
(STA: 15+44.37)
201 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



OLD WILDERNESS ROAD
SIDEWALK IMPROVEMENTS



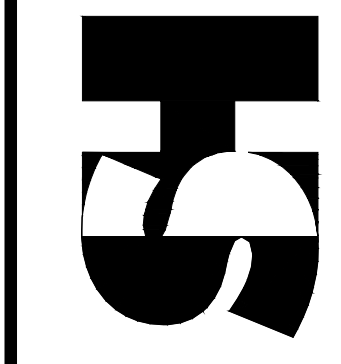
Nixa, Christian County, Missouri



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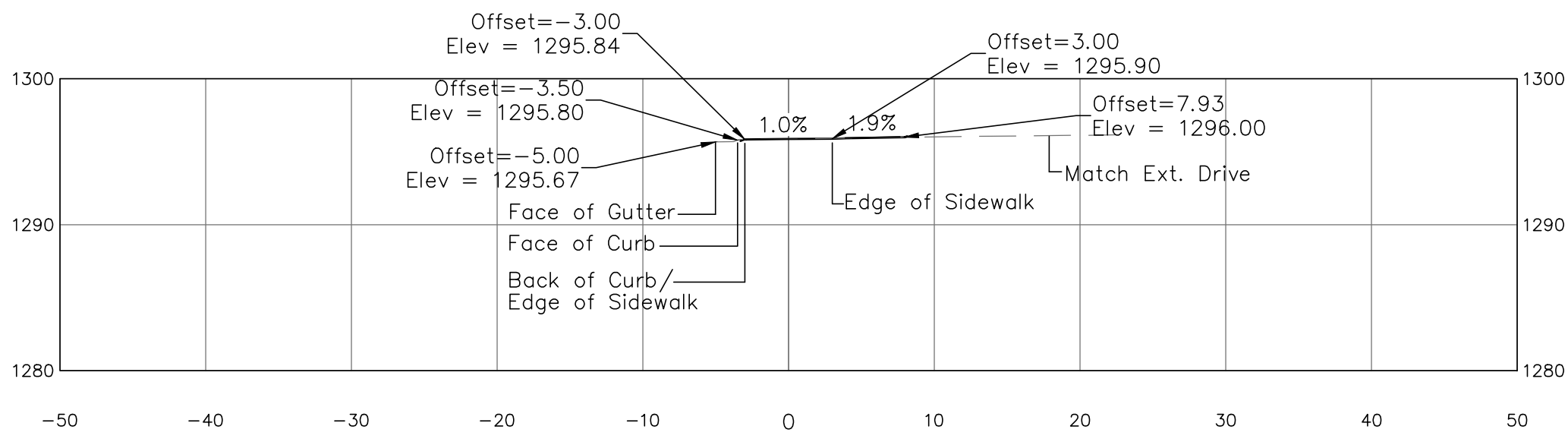
DRIVEWAY/ENTRANCES
CROSS SECTIONS

DESIGN BY	GWS
DRAWN BY	GWS,GSM
CHKD BY	GWS
DATE	JUNE 2024
SCALE	AS SHOWN

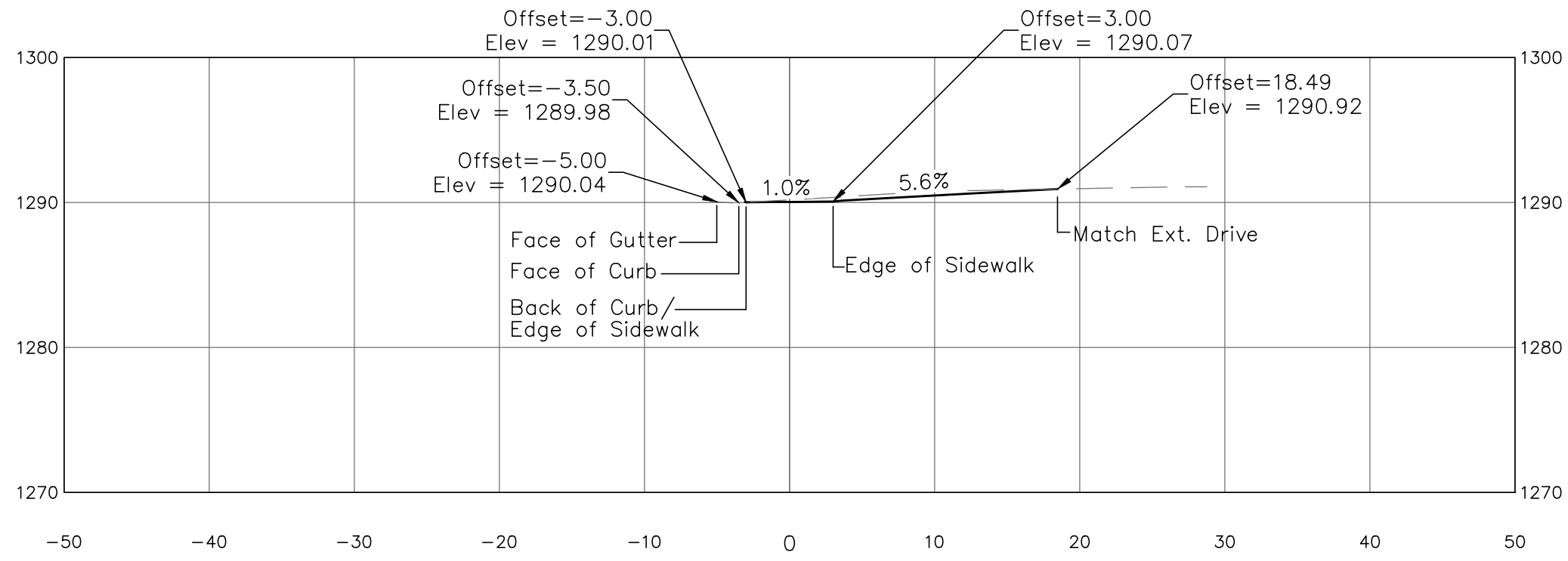
REVISIONS

JOB NO.
202008

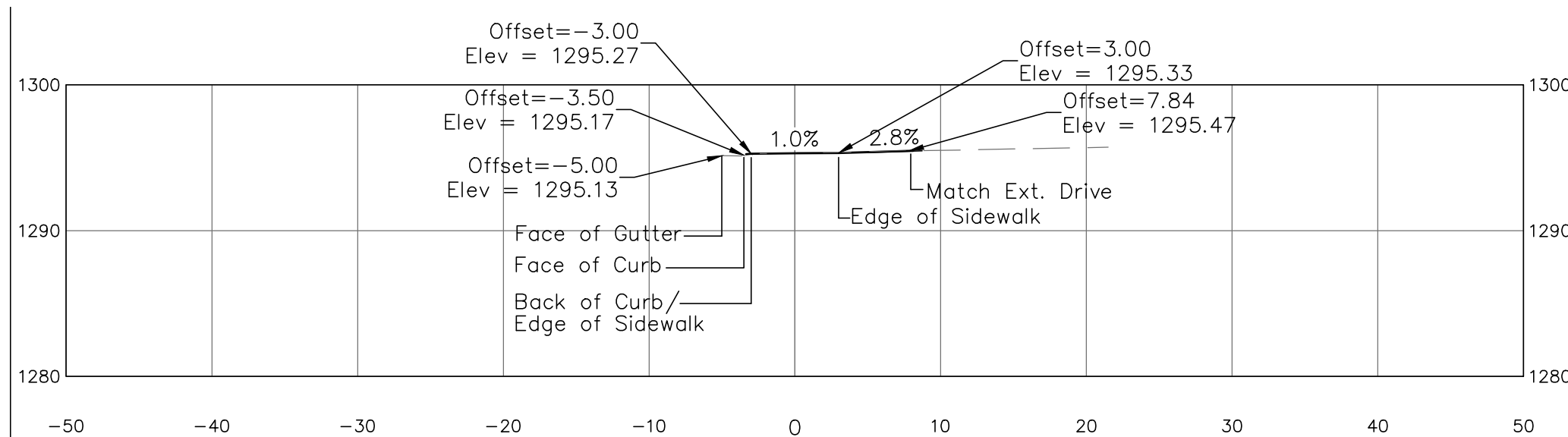
SHEET
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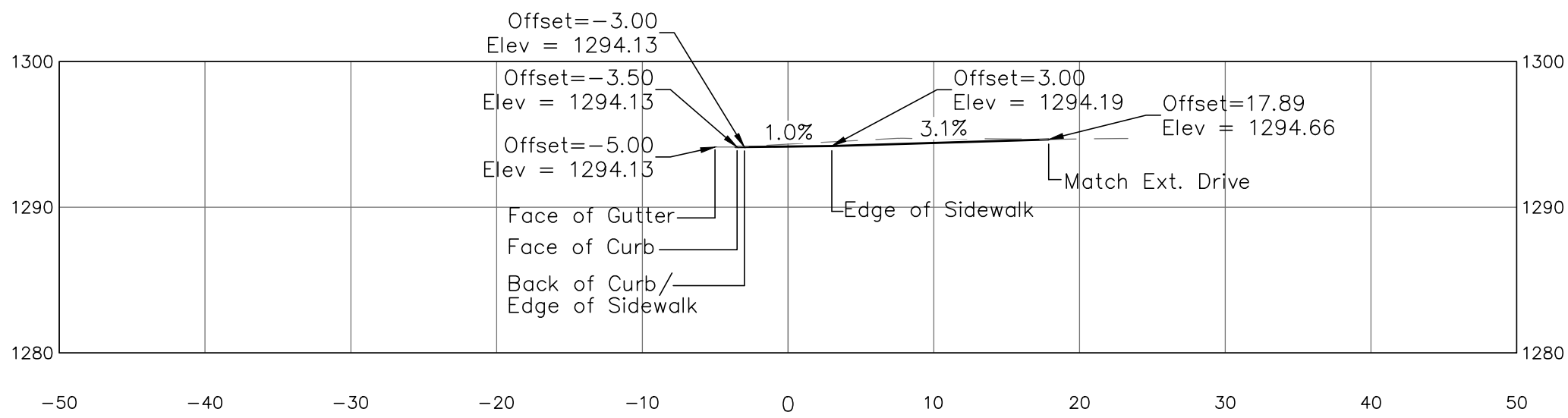
(STA: 16+97.00)
111 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



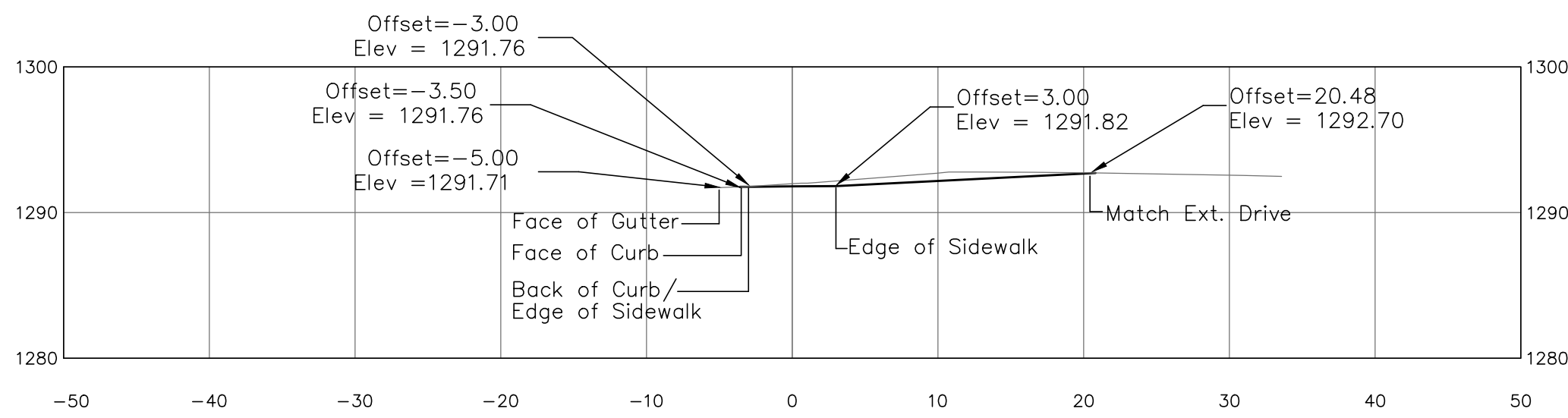
(STA: 20+75.83)
103 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



(STA: 17+52.72)
109 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



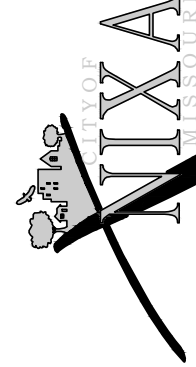
(STA: 18+40.15)
107 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



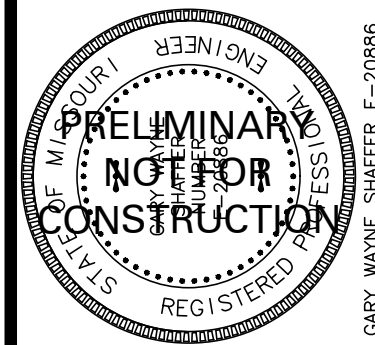
(STA: 19+52.86)
105 N. OLD WILDERNESS ROAD
SCALE: 1"=10'



OLD WILDERNESS ROAD
SIDEWALK IMPROVEMENTS

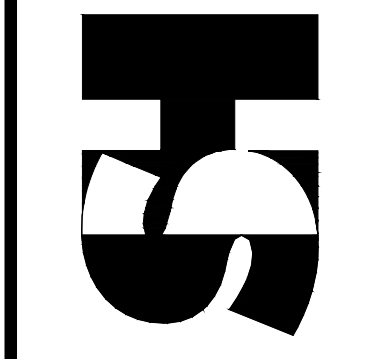


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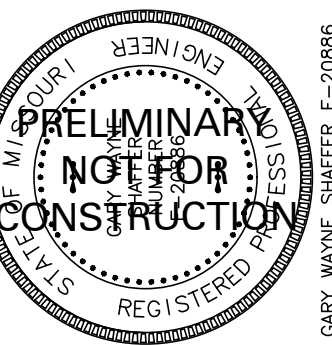
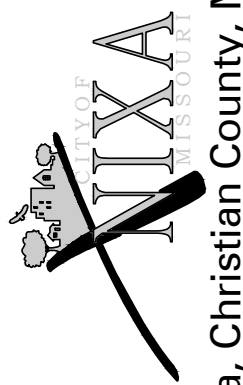
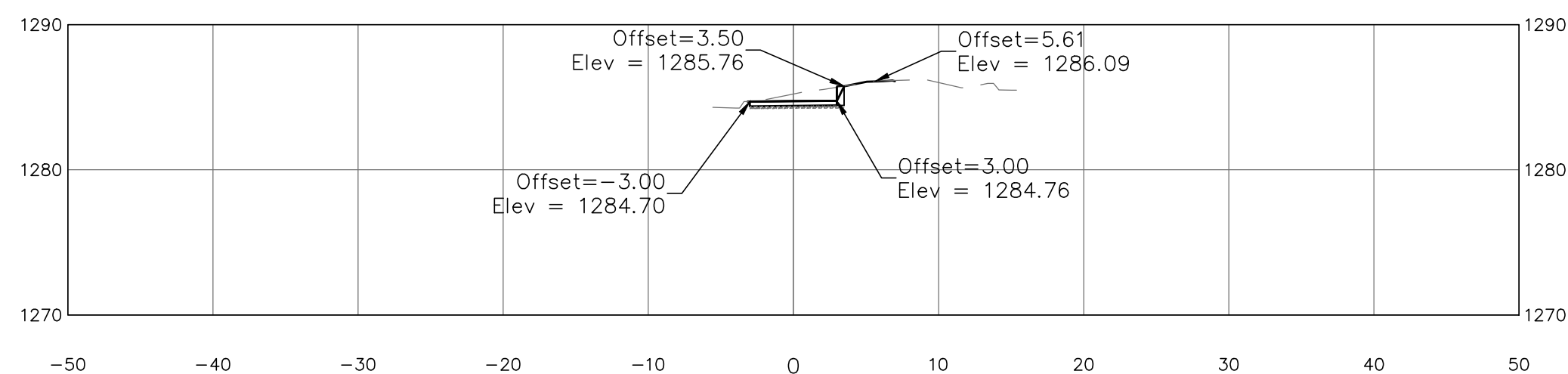
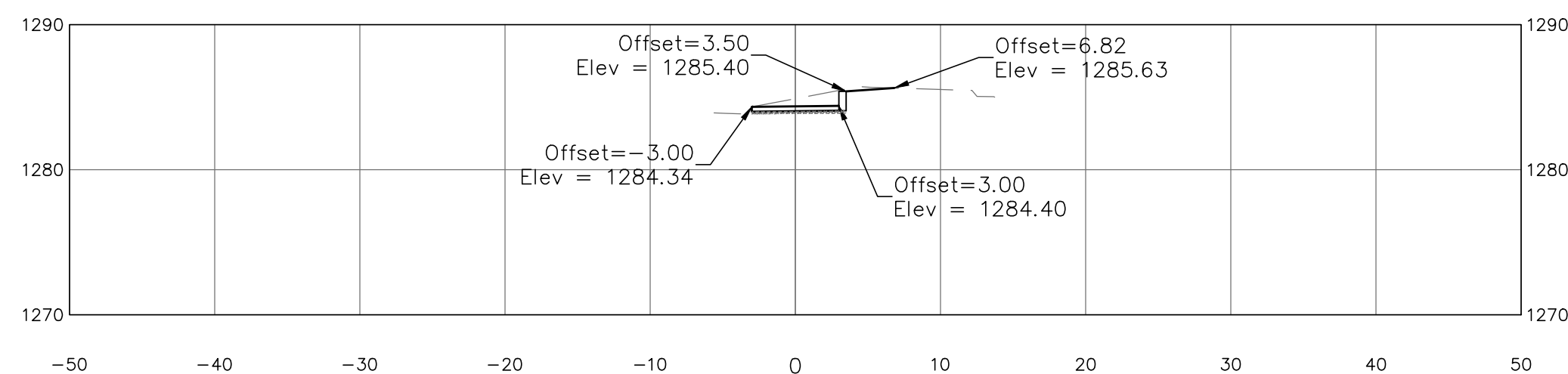
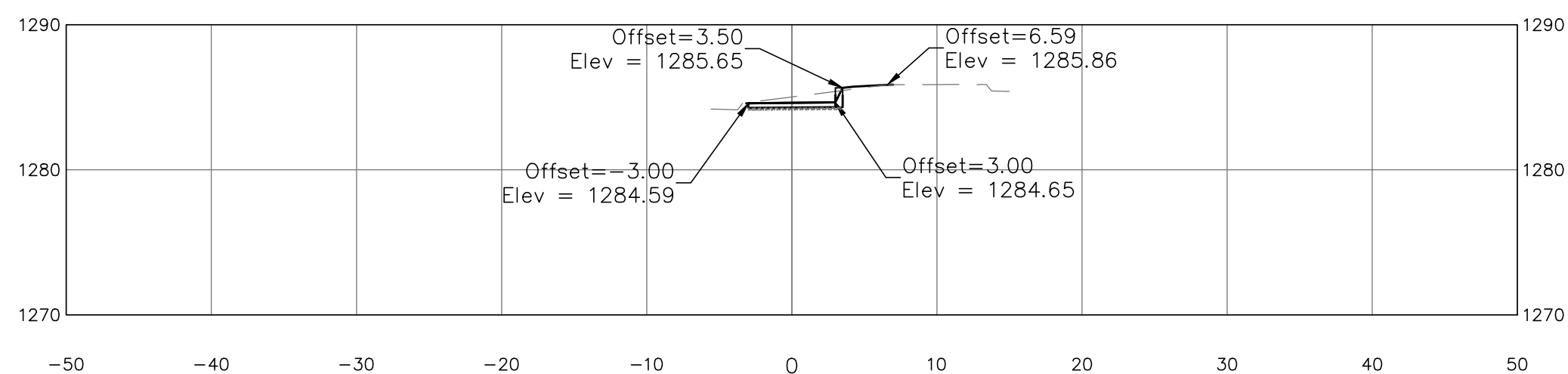
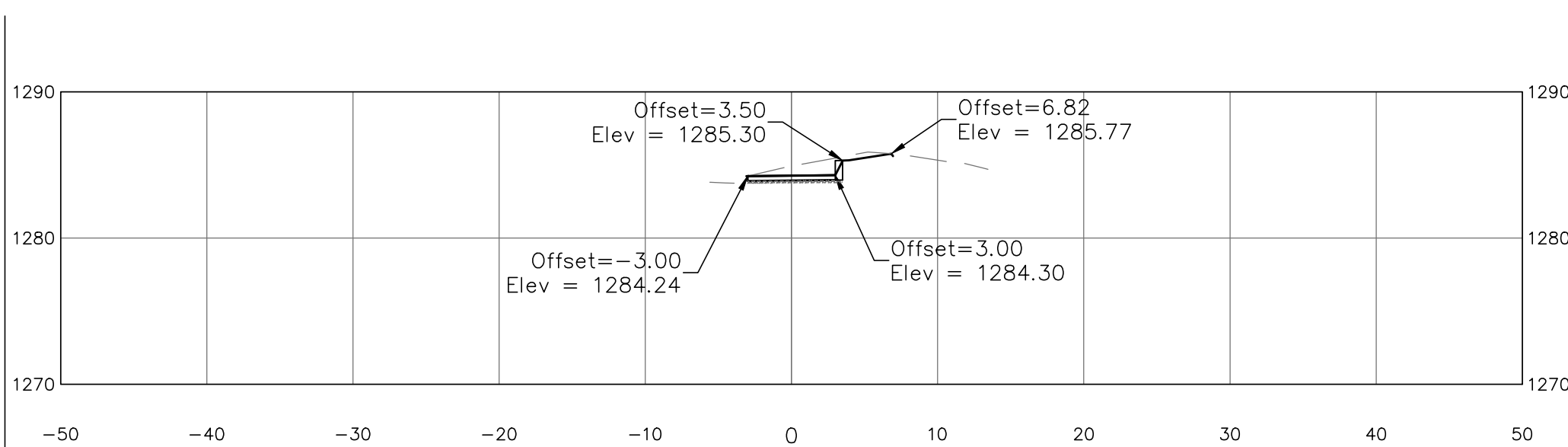
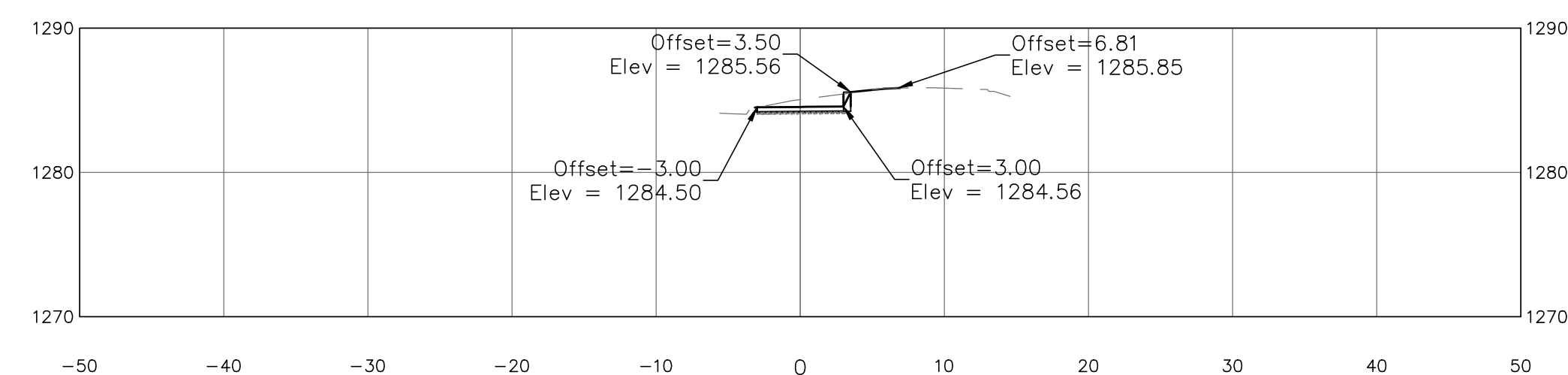
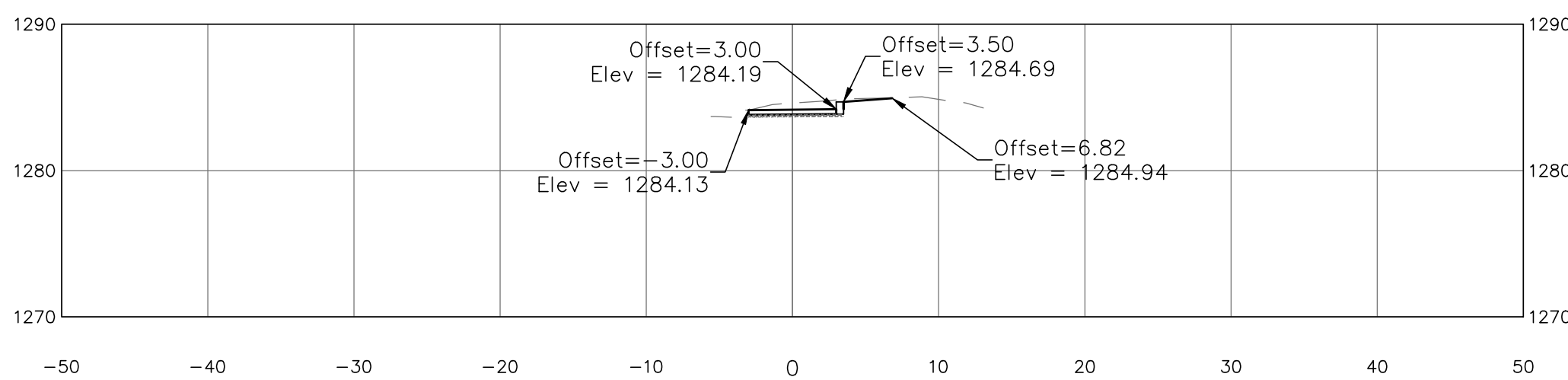
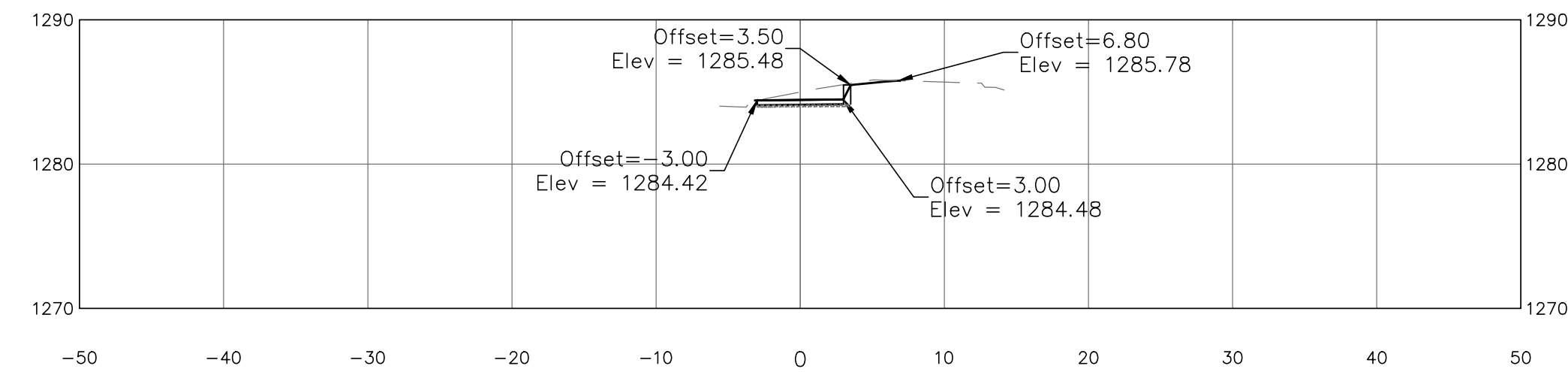
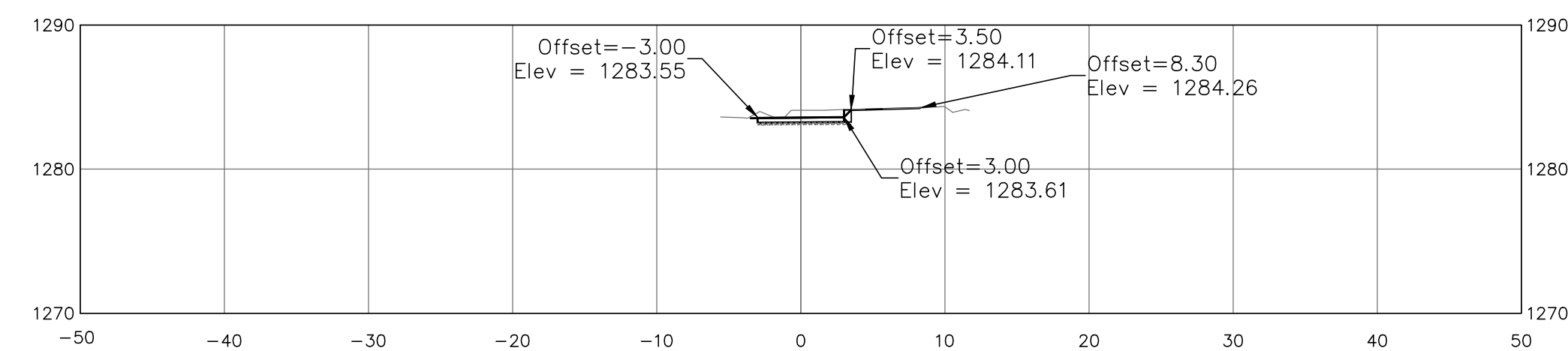
DRIVEWAY/ENTRANCES
CROSS SECTIONS

DESIGN BY	GWS
DRAWN BY	GWS,GSM
CHK'D BY	GWS
DATE	JUNE 2024
SCALE	AS SHOWN

REVISIONS

JOB NO.
202008

SHEET
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Email: chines@shafferhines.com



SIDEWALK WALL CROSS SECTIONS

DESIGN BY	GWS
DRAWN BY	GWS,GSM
CHK'D BY	GWS
DATE	JUNE 2024
SCALE	AS SHOWN

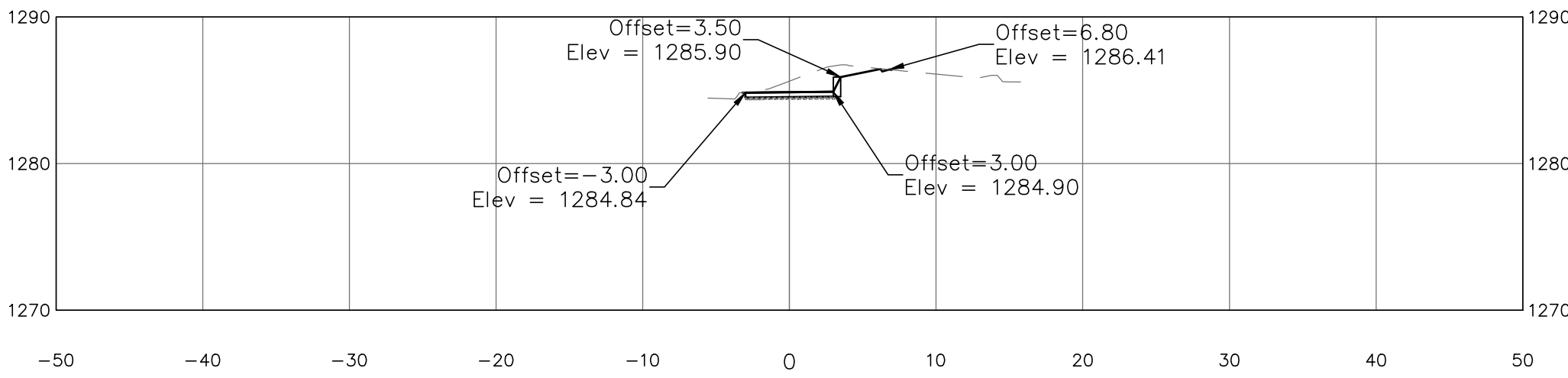
REVISIONS	

JOB NO.

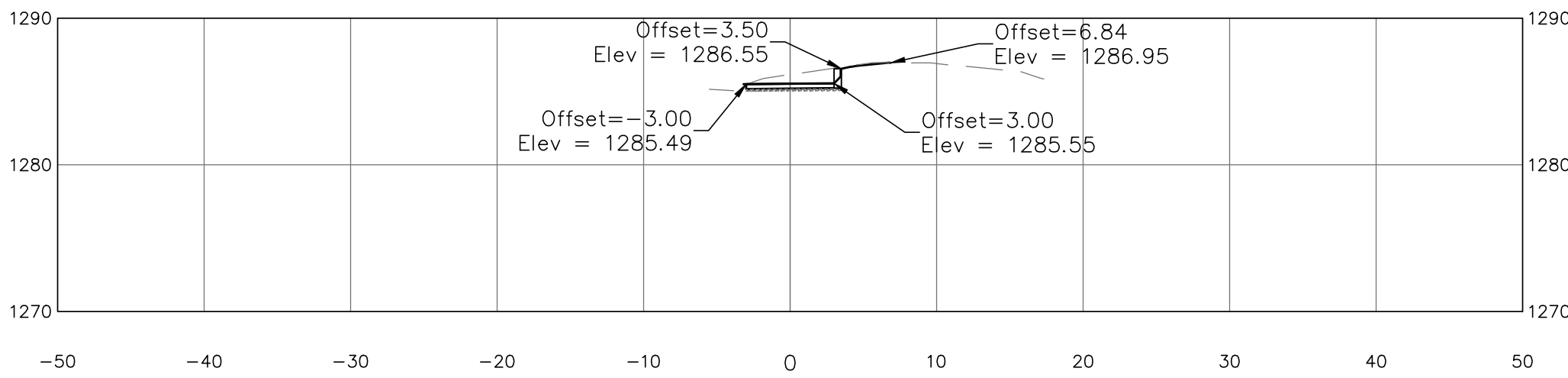
202008

SHEET

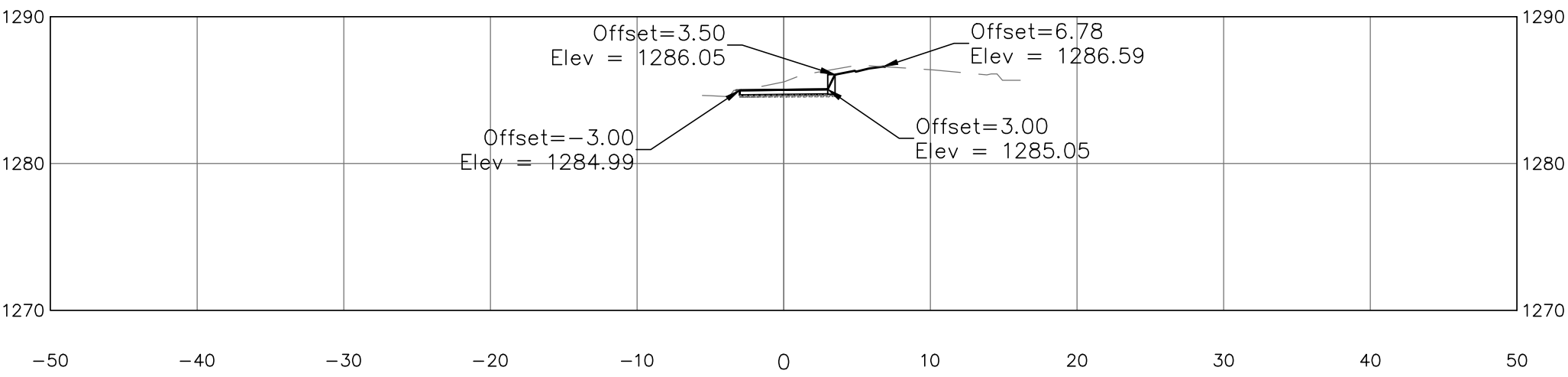
7 OF 10



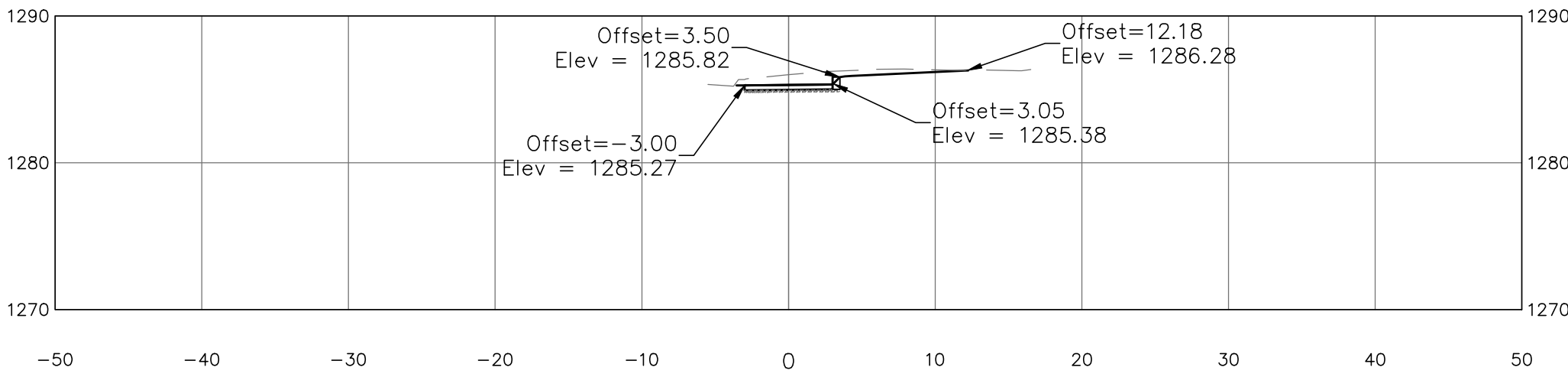
(STA: 5+30.00)
SIDEWALK W / INTEGRAL 12" WALL
SCALE: 1"=10'



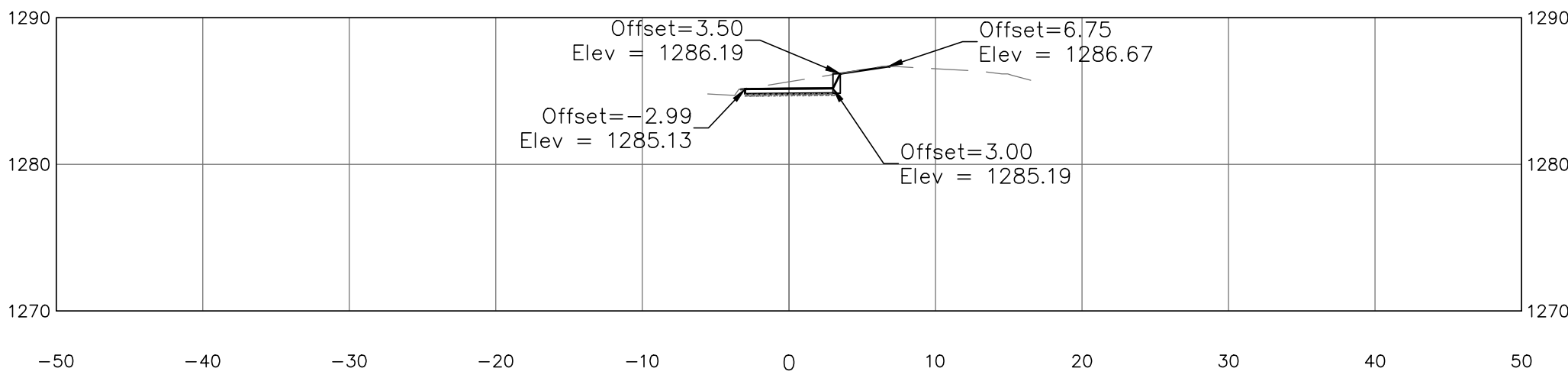
(STA: 5+70.00)
SIDEWALK W / INTEGRAL 12" WALL
SCALE: 1"=10'
TRANSITION FROM 12" WALL TO 6" WALL
BETWEEN STA: 5+70.00 AND 5+80.00



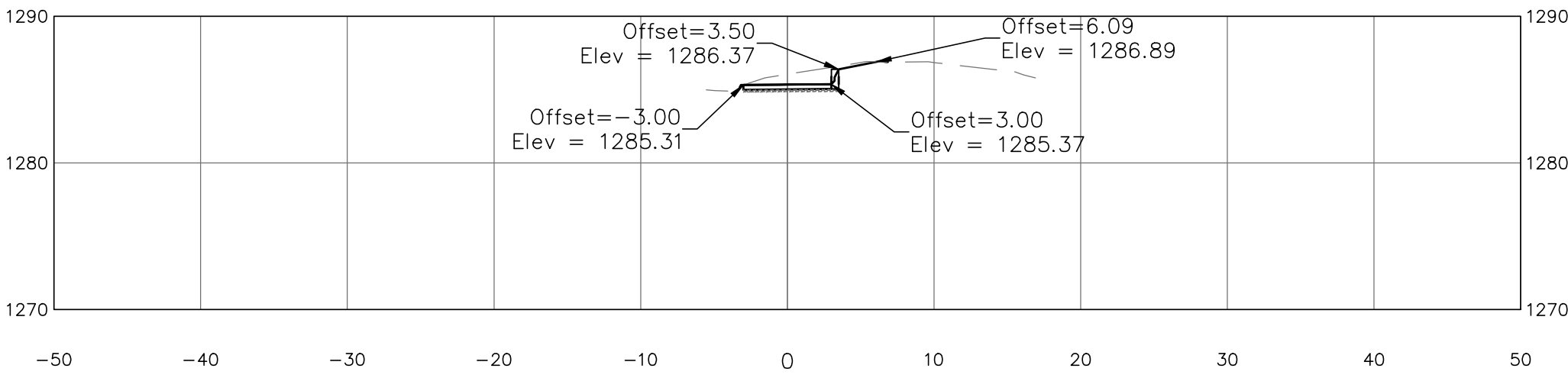
(STA: 5+40.00)
SIDEWALK W / INTEGRAL 12" WALL
SCALE: 1"=10'



(STA: 5+80.00)
END SIDEWALK W / INTEGRAL 6" WALL
SCALE: 1"=10'



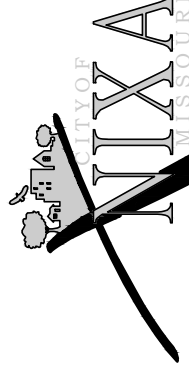
(STA: 5+50.00)
SIDEWALK W / INTEGRAL 12" WALL
SCALE: 1"=10'



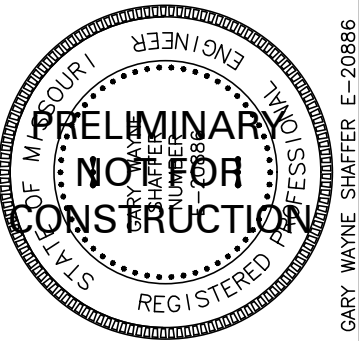
(STA: 5+60.00)
SIDEWALK W / INTEGRAL 12" WALL
SCALE: 1"=10'



OLD WILDERNESS ROAD
SIDEWALK IMPROVEMENTS

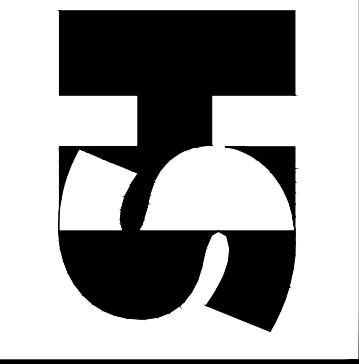


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SIDEWALK WALL
CROSS SECTIONS

DESIGN BY GWS
DRAWN BY GWS,GSM
CHKD BY GWS
DATE JUNE 2024
SCALE AS SHOWN

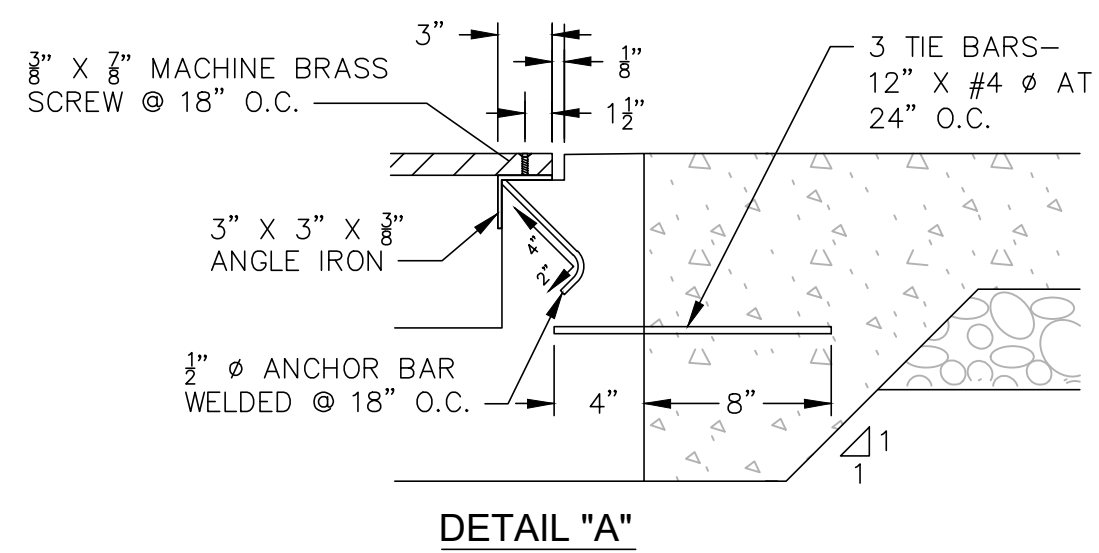
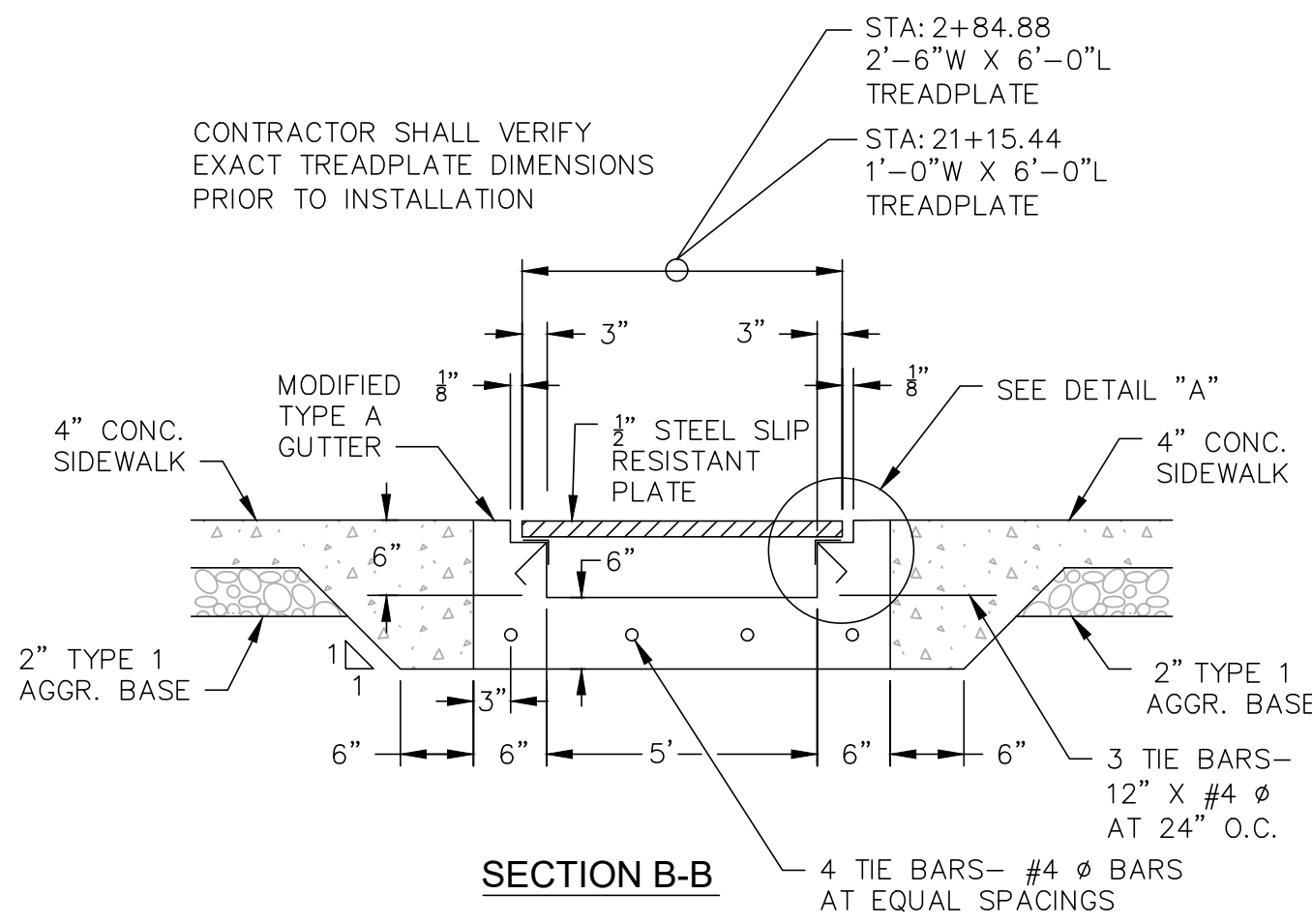
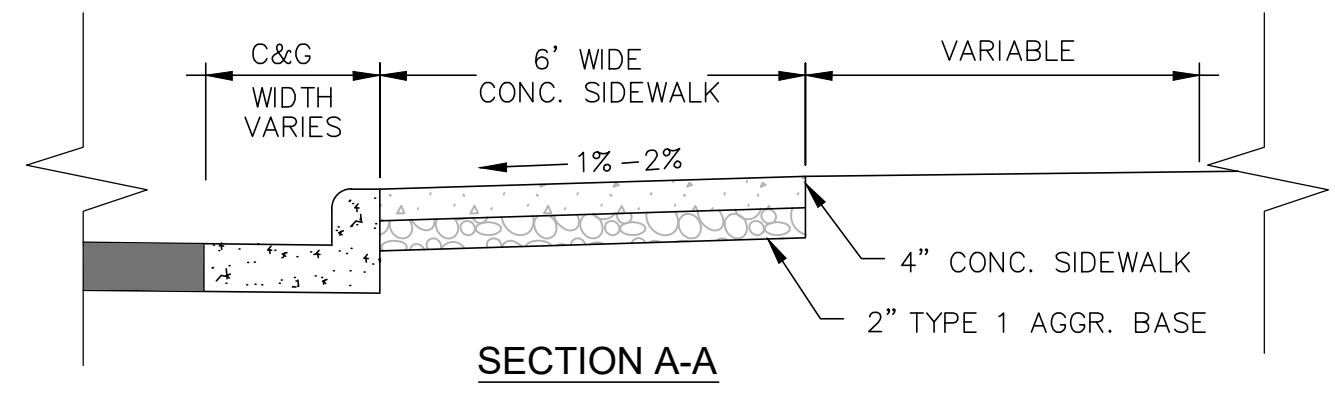
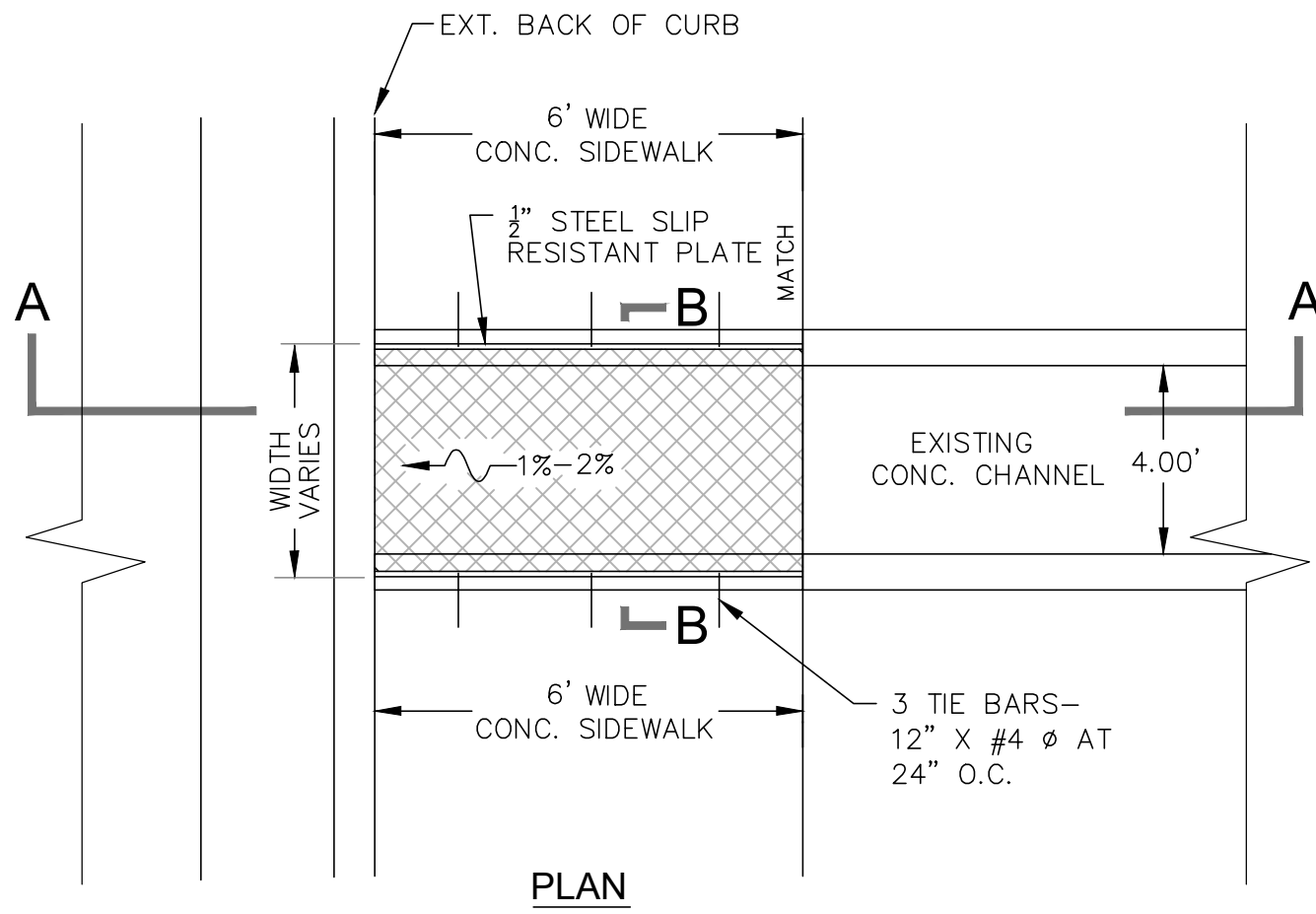
REVISIONS

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202008

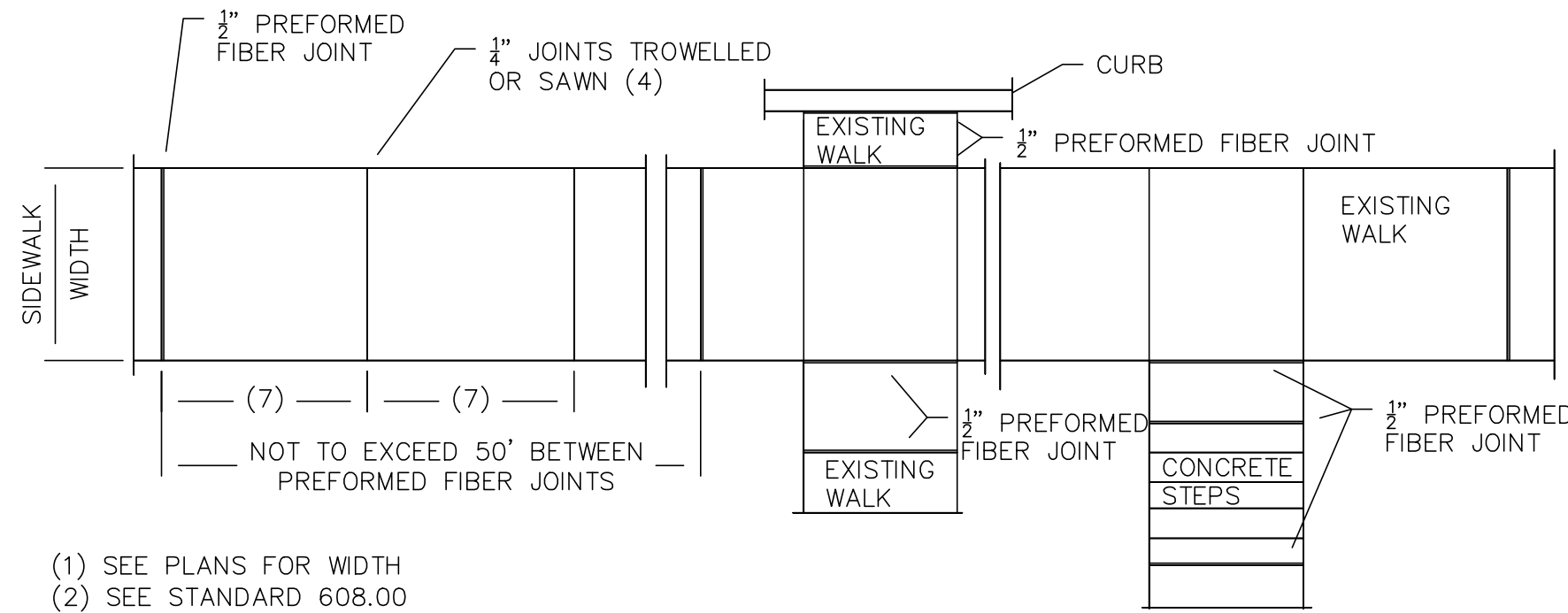
SHEET
8 OF 10

NOTES:

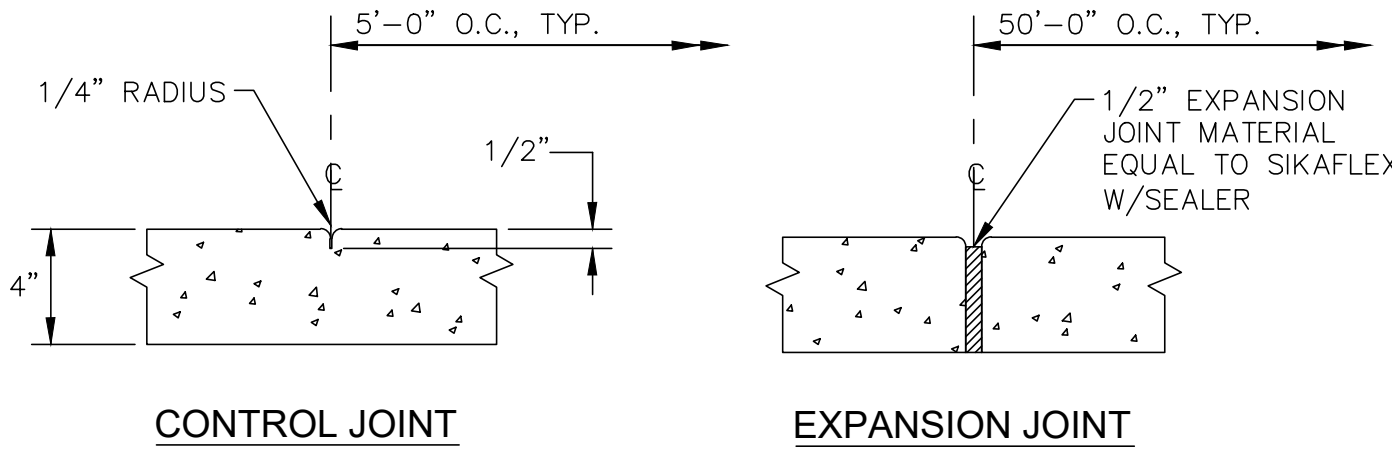
1. THE 1/2" STEEL SLIP-RESISTANT PLATE SHALL HAVE A MIN. STATIC COEFFICIENT OF FRICTION OF 0.6.
2. FLATHEAD BRASS MACHINE SCREWS 3/8" X 7/8", HOLES SHALL BE DRILLED AND TAPPED IN THE FIELD AT INTERVALS NOT TO EXCEED 18" CENTER TO CENTER (NO DIRECT PAY.)
3. ALL REINFORCING STEEL BARS SHALL BE EPOXY COATED (NO DIRECT PAY.)
4. ALL REINFORCING STEEL, ANCHOR BARS, ANGLE IRON, SCREWS, AND 'T' SUPPORTS SHALL BE INCIDENTAL (NO DIRECT PAY.)



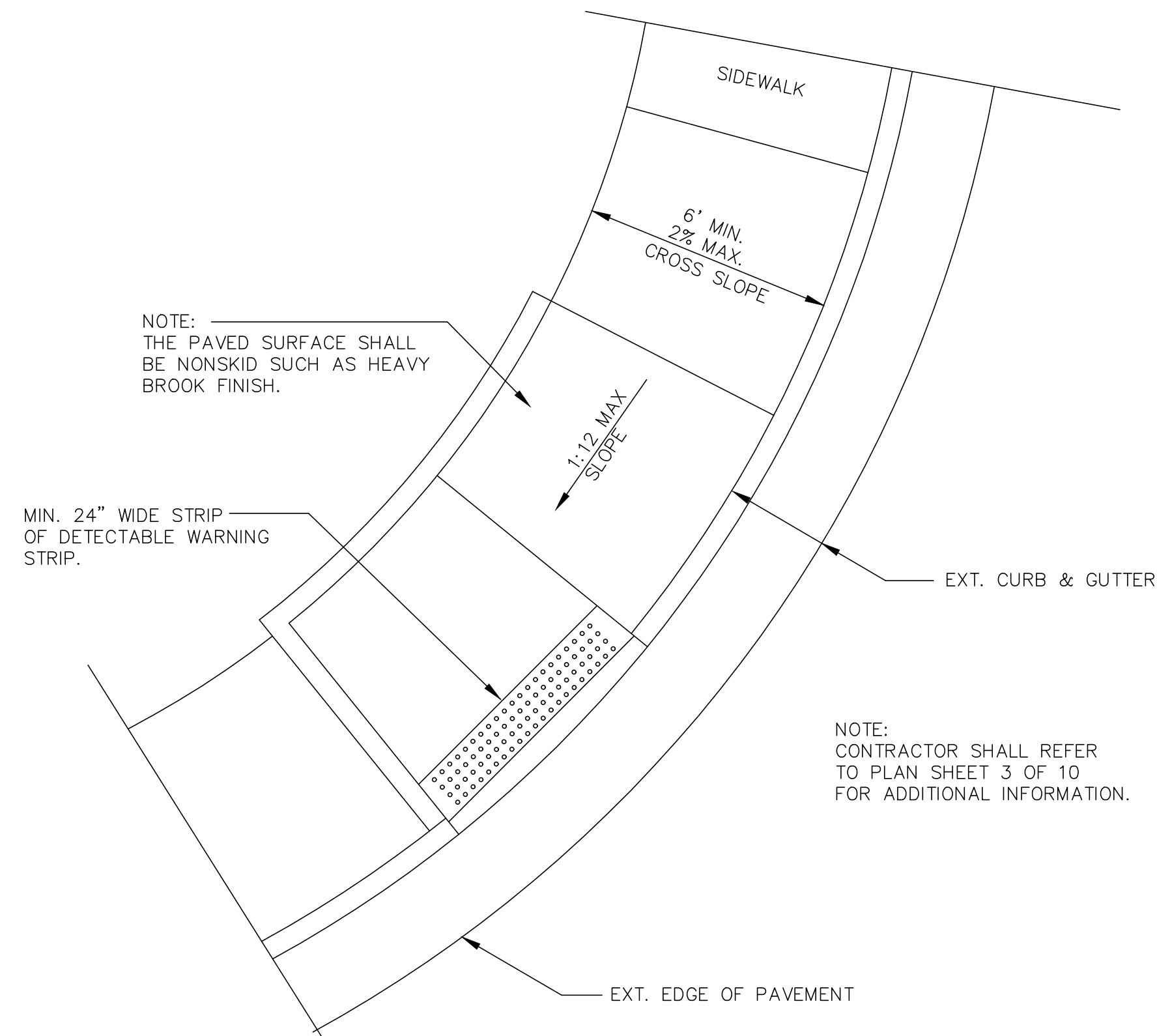
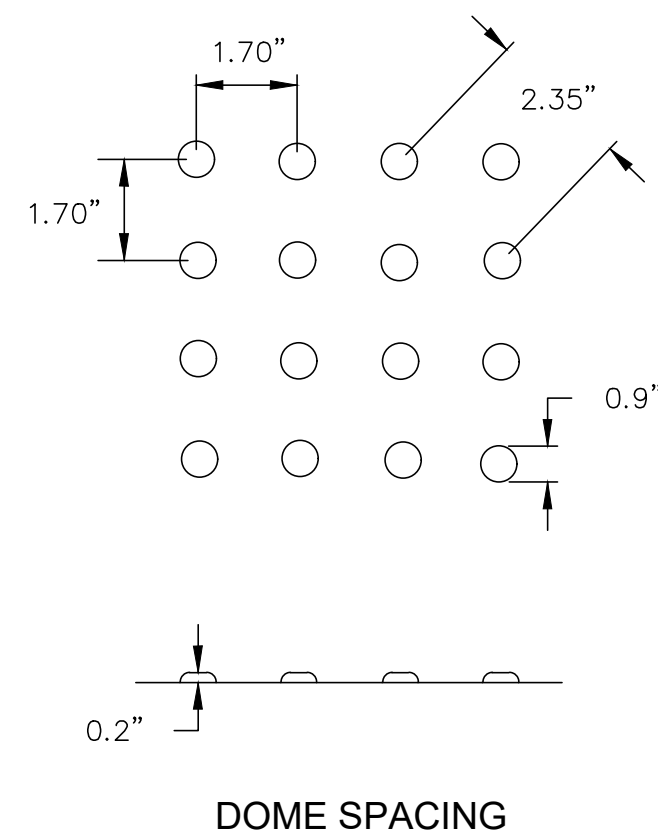
**SIDEWALK UNDERDRAIN
@ STA:2+84.88 AND STA:21+15.44**
SCALE: NTS



- (1) SEE PLANS FOR WIDTH
- (2) SEE STANDARD 608.00
- (3) CURB TO BE MONOLITHIC WITH PCC MAINLINE PAVEMENT. CURB TO BE TYPE S WITH ASPHALT CONCRETE MAINLINE PAVEMENT. SEE STANDARD PLAN 609.00.
- (4) MIN. 1/2" DEPTH JOINT.
- (5) SEE TYPICAL PAVEMENT SECTION
- (6) SLOPE 1.0% (2.0% MAX.)
- (7) SPACING EQUAL TO WIDTH OF WALK



GENERAL CONCRETE JOINT DETAILS
SCALE: 1"=1'



DETECTABLE WARNING DETAIL
SCALE: NTS

GENERAL NOTES:

ALL AREAS OF THE PEDESTRIAN ACCESS ROUTE MUST BE COMPLIANT WITH THE AMERICANS WITH DISABILITIES ACT - GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS OF WAY. EXCEPTIONS MUST BE APPROVED BY THE ENGINEER. ALL OTHER AREAS OF NON-COMPLIANCE SHALL BE REMOVED AND CORRECTED AT THE CONTRACTOR'S EXPENSE.

THE SURFACES OF PEDESTRIAN ACCESS ROUTES AND ELEMENTS, AND SPACES REQUIRED TO CONNECT TO PEDESTRIAN ACCESS ROUTES, SHALL BE FIRM, STABLE, SLIP RESISTANT, AND SHALL NOT POND WATER.

WHERE SIDEWALKS ARE LESS THAN 5 FT., 5 FT. X 5 FT. PASSING SPACES EVERY 200 FT. SHALL BE PROVIDED AND ARE PERMITTED TO OVERLAP PEDESTRIAN ACCESS ROUTES.

THE CROSS SLOPE OF THE CONTINUOUS PEDESTRIAN ACCESS ROUTE THROUGH ENTRANCES, ALLEYS, AND SIDEROAD CONNECTIONS WITH STOP OR YIELD CONTROL SHALL BE 1.00% TO FACILITATE DRAINAGE (2.00% MAX.).

WHERE PEDESTRIAN ACCESS ROUTES ARE CONTAINED WITHIN PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF THE PEDESTRIAN ACCESS ROUTE SHALL BE 5.00% MAXIMUM.

WHERE PEDESTRIAN ACCESS ROUTES ARE CONTAINED WITHIN MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE OF THE PEDESTRIAN ACCESS ROUTE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.

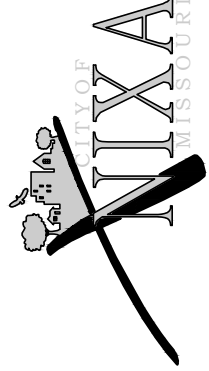
STORMWATER INLETS, SIGNS, POSTS, MANHOLE COVERS, PULL BOXES AND OTHER ACCESS UIDS SHOULD BE AVOIDED WITHIN THE SIDEWALK. IF SUCH A LOCATION IS NECESSARY, THE FEATURE MUST MEET ADA STANDARDS.

THE RUNNING GRADE OF A SIDEWALK SHALL NOT EXCEED 5.0% UNLESS IT IS MATCHING THE GRADE OF THE ADJACENT ROADWAY.

PEDESTRIAN ACCESS ROUTE SHALL CONTINUE ACROSS RESIDENTIAL AND COMMERCIAL ENTRANCES, ALLEYS, AND SIDEROAD CONNECTIONS.



OLD WILDERNESS ROAD
SIDEWALK IMPROVEMENTS

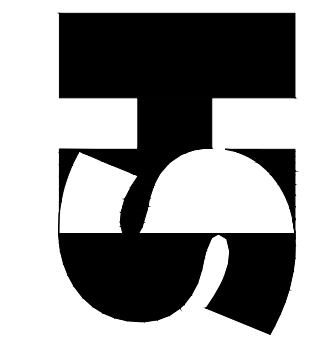


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SIDEWALK DETAILS

DESIGN BY	GWS
DRAWN BY	GWS,GSM
CHKD BY	GWS
DATE	JUNE 2024
SCALE	AS SHOWN

REVISIONS

JOB NO.
202008

SHEET
10 OF 10

**EXHIBIT B
BID FORM
OLD WILDERNESS SIDEWALK IMPROVEMENTS**

SCHEDULE A - GENERAL					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A1	Mobilization & Bond	1	LS		
A2	Relocate Existing Mailboxes	1	LS		
A3	Relocate Existing Signs	1	LS		
A4	Silt Soxx 8" Dia. (only as needed in locations to be determined with City Inspector during Construction)	20	LF		
A5	Electric (per electric plans, see notes at end of bid form)	1	LS		
A6	Traffic Control (per MUTCD)	1	LS		
SCHEDULE A SUB-TOTAL					

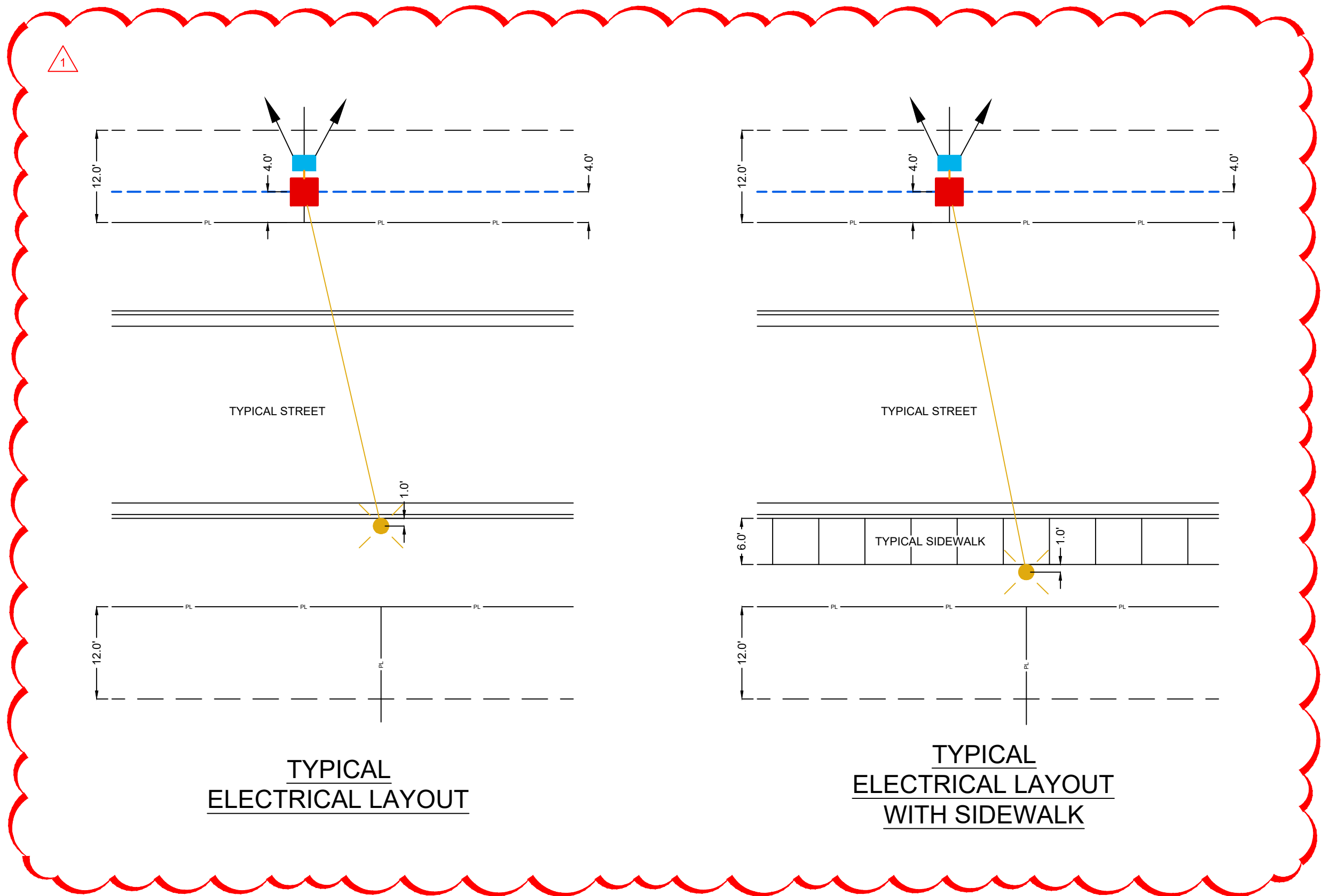
SCHEDULE B - STORMWATER DRAINAGE					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
B1	Concrete Flume & Treadplate (South)	1	LS		
B2	Concrete Flume & Treadplate (North)	1	LS		
B3	Inlet Modification	1	LS		
SCHEDULE B SUB-TOTAL					
SCHEDULE C - EXCAVATION, REMOVALS & CLEANUP					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
C1	Grading	1	ls		
C2	Removals (including sawcuts, removing existing driveways, parking lot pavement, curb & gutter, mailboxes, signs, trees, and clearing & grubbing, and any other items necessary to construct the project)	1	ls		
C3	Overexcavation of Unsuitable Soils & Shot Rock Fill (estimated for change order purposes, paid by measured quantities per listed unit price)	20	CY		
C4	Final Cleanup, Rock Rake, Hydroseeding, Fertilizing & Mulch	1	LS		
SCHEDULE C SUB-TOTAL					

SCHEDULE D - DRIVEWAYS, CURB, SIDEWALKS, PARKING LOT					
ITEM NO.	DECRPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
D1	Concrete Driveway Approach & Baserock	4,295	SF		
D2	Concrete Driveway Approach & Parking Lot (Commercial) Includes Monolithic Curb & Baserock	2,372	SF		
D3	Concrete Sidewalk & Baserock	8,238	SF		
D4	Concrete Sidewalk with 6" Monolithic Curb & Baserock	112	SF		
D5	Concrete Sidewalk with 12" Monolithic Curb & Baserock	758	SF		
D6	Curb Ramp & Landing with Baserock	1,107	SF		
D7	Curb Ramp & Landing with Monolithic 6" Curb & Baserock	664	SF		
D8	2' Concrete Curb & Gutter & Baserock (curb height varies)	187	LF		
D9	Truncated Dome Mat	2	EA		
SCHEDULE D SUB-TOTAL					

	TOTAL BASE BID	
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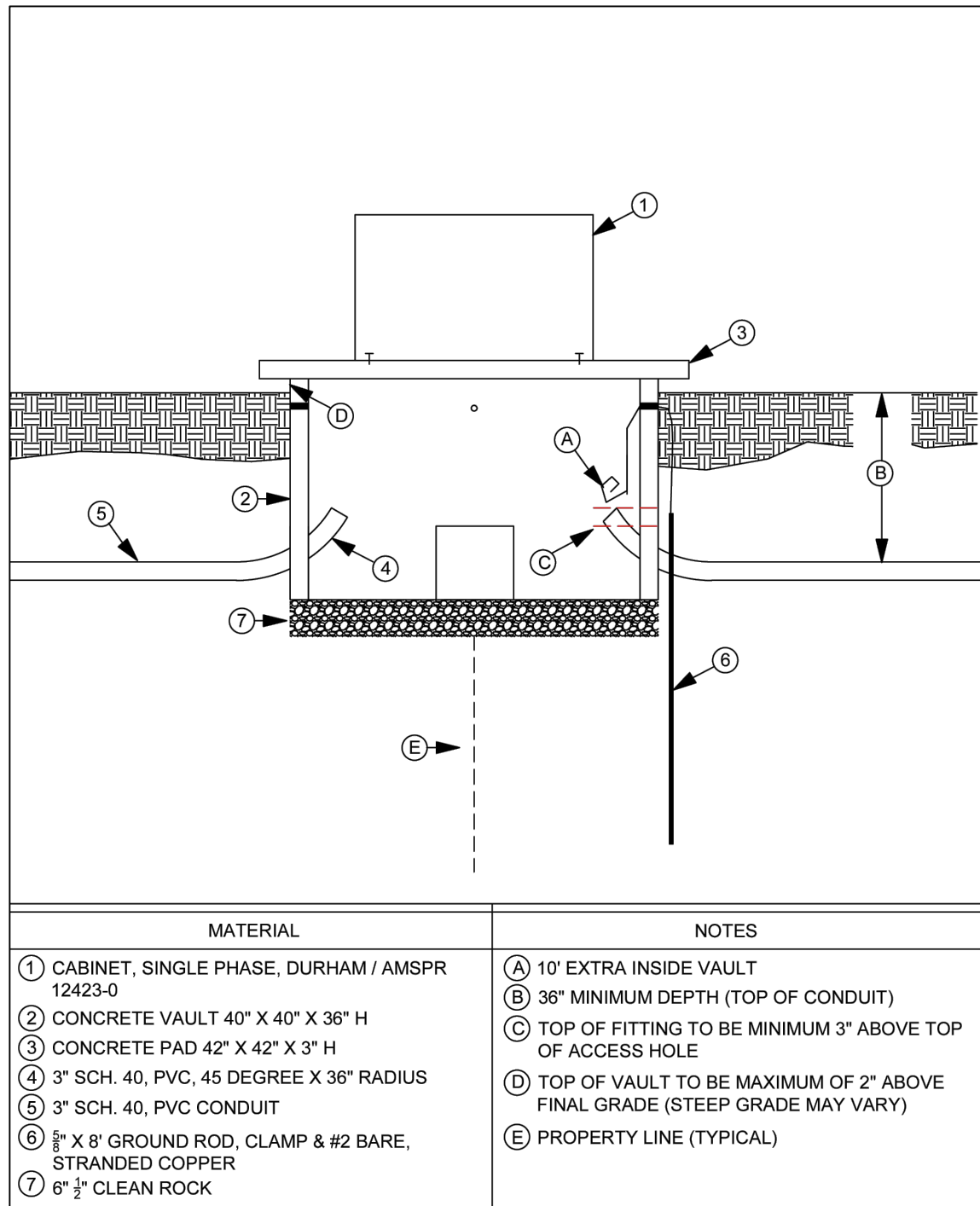
Notes for Item A5 - Electric

1. Contractor shall dig the trench and backfill the trench.
2. Contractor shall provide all road bores.
3. Contractor shall provide and install all electric conduit.
4. Contractor shall provide and install all bedding and caution tape.
5. City of Nixa will provide all vaults and street light bases. These will be delivered onsite by the City to the Contractor. Contractor shall install all vaults and street light bases. Electric conduit shall be installed by Contractor into the vaults. All work shall be per the plans and details.
6. City of Nixa will provide and install all wiring and provide electrician work and set street lights.

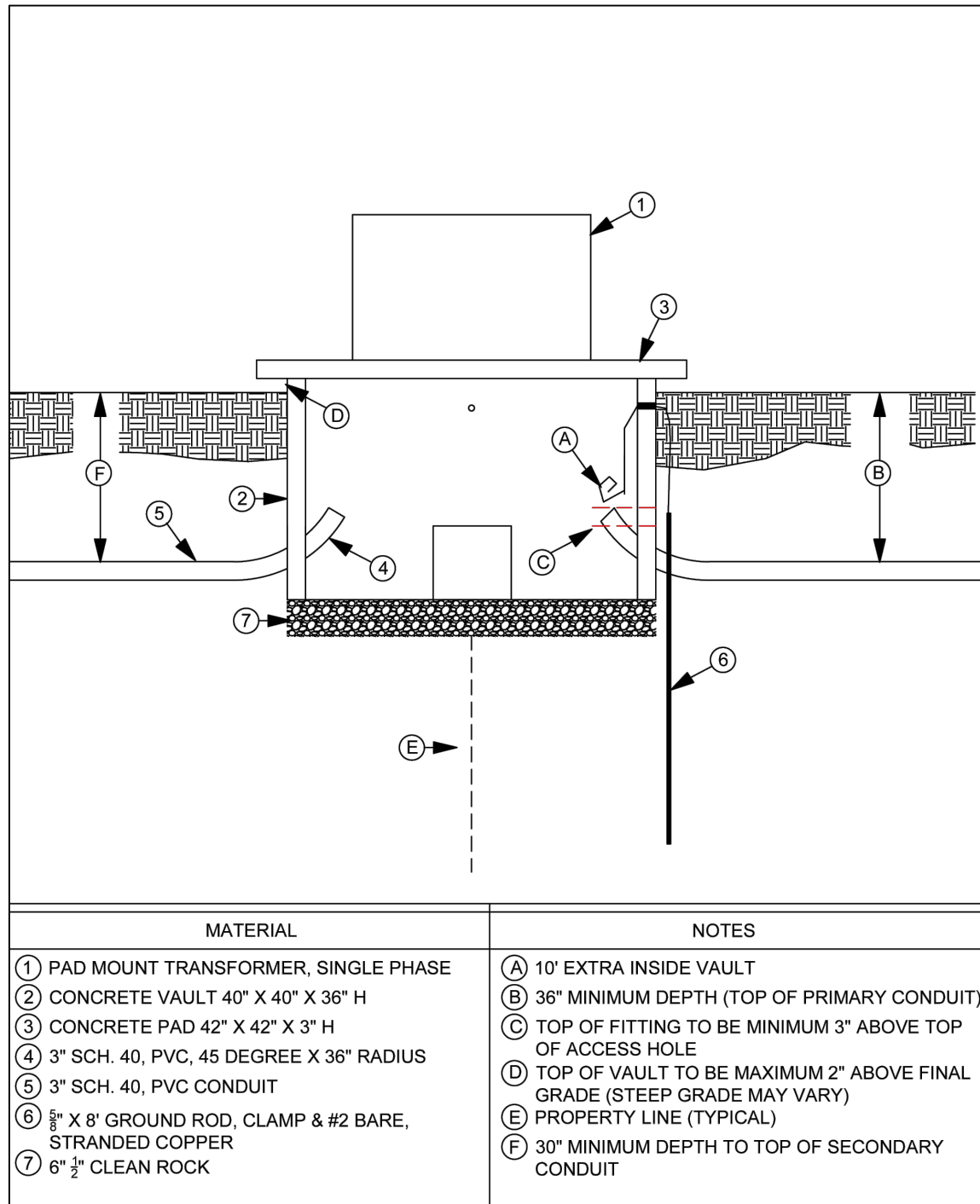


TYPICAL ELECTRICAL LAYOUT

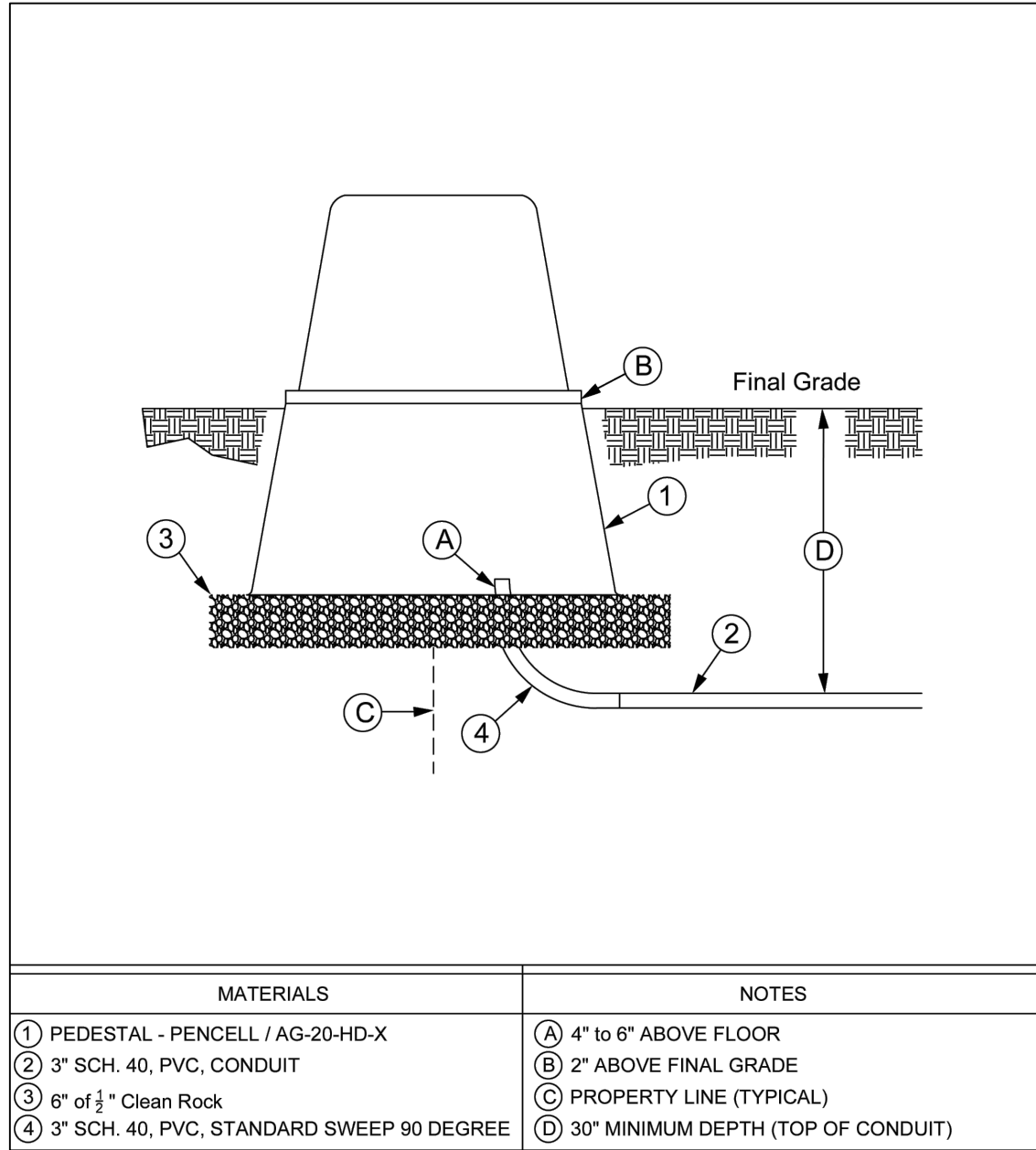
TYPICAL ELECTRICAL LAYOUT WITH SIDEWALK



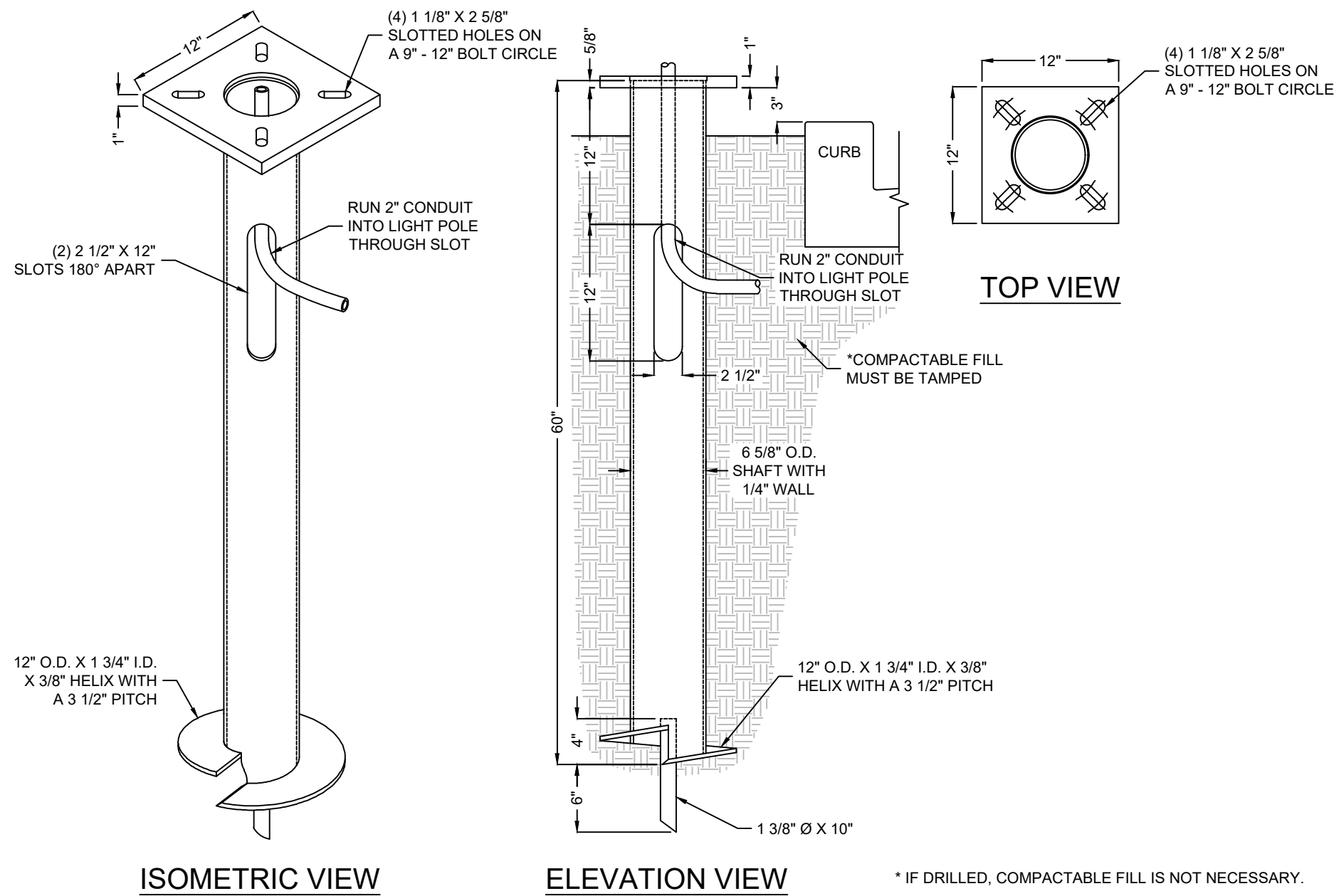
PRIMARY JUNCTION CABINET - SINGLE PHASE



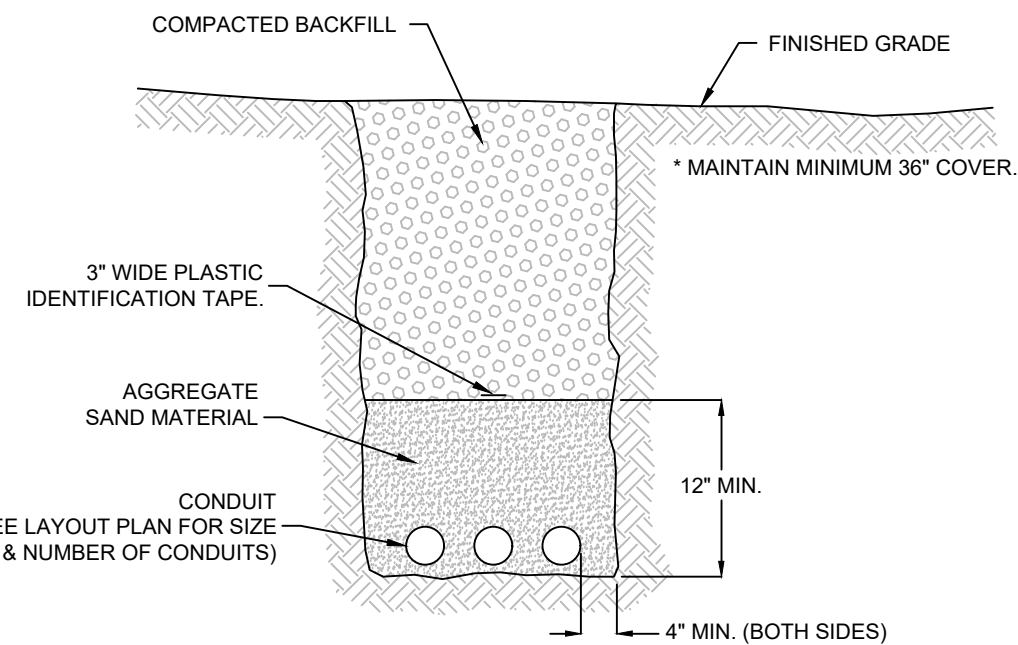
PAD MOUNTED TRANSFORMER - SINGLE PHASE



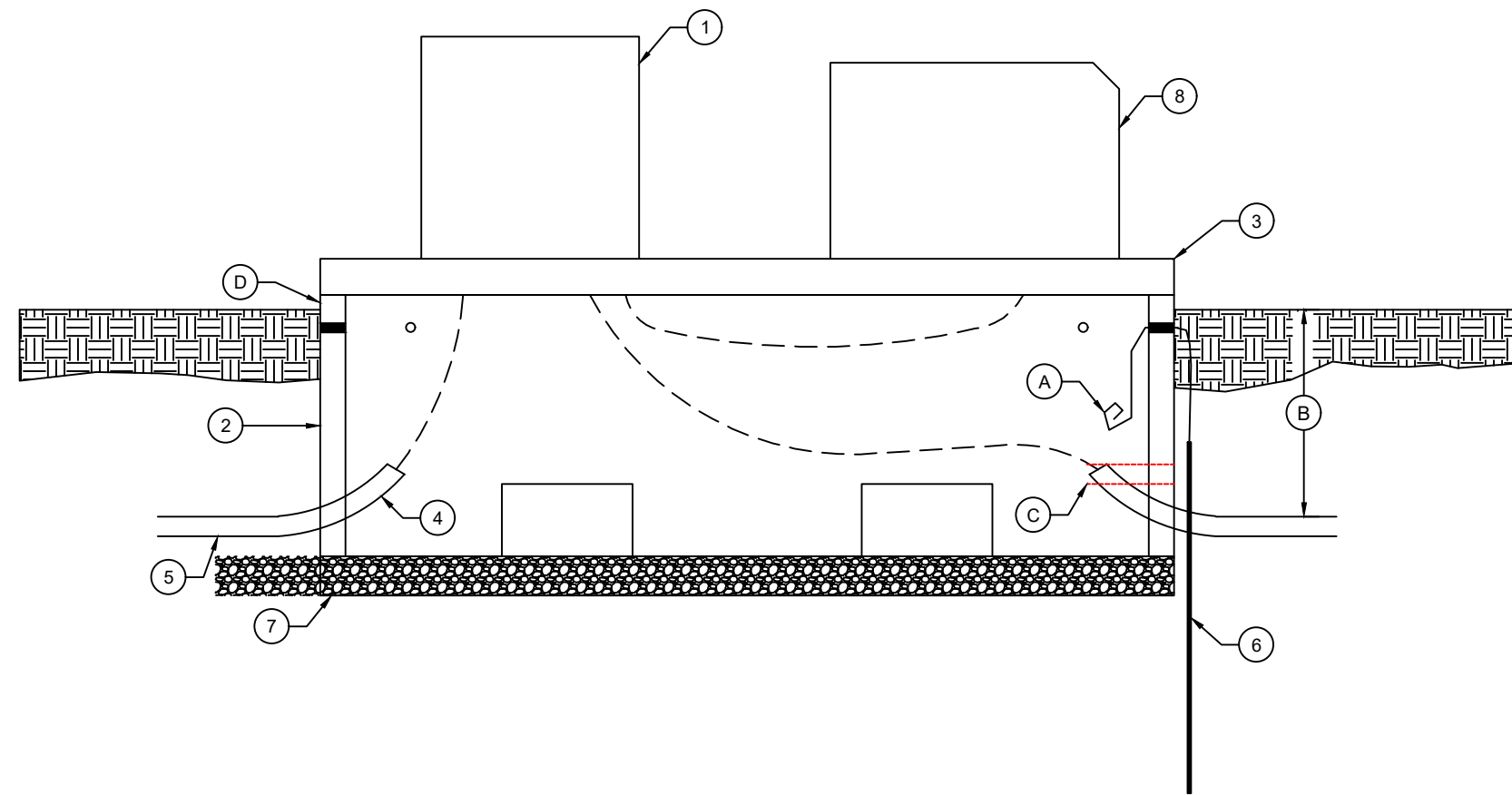
SECONDARY PEDESTAL



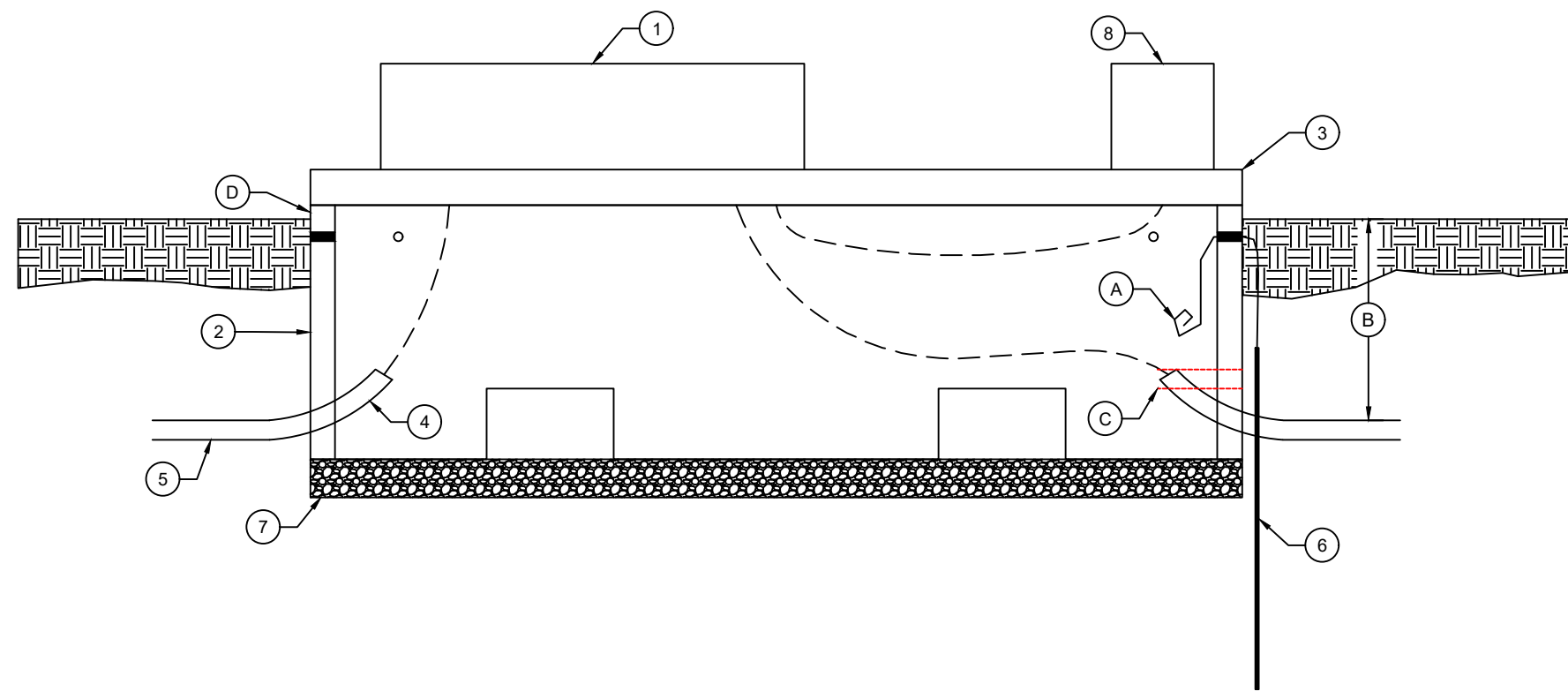
JHB660-912 HELIX FOUNDATION



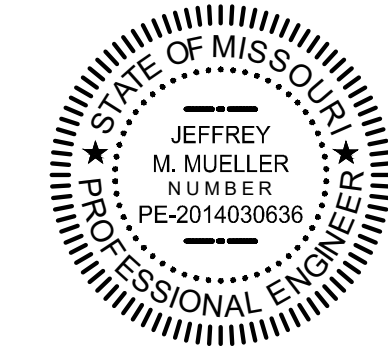
TYPICAL CONDUIT INSTALLATION DETAIL



42" x 80" COMBO VAULT
SINGLE PHASE TRANS / ENCLOSURE



THREE PHASE JUNCTION / SINGLE PHASE
VAULT COMBO



JEFFREY M. MUELLER - ENGINEER
MO# PE-2014030636

DATE	REVISION	#
06/04/2025	Revised Existing & Added Additional Layout Detail	1

ATOTH & ASSOCIATES
1550 E REPUBLIC ROAD
SPRINGFIELD, MO 65804
Ph: 417-888-0645 Fax: 417-888-0657
www.tothassociates.com
CERTIFICATE OF AUTHORITY:
MO# E-2004004242-D
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Drawings and specifications are not intended for use on other projects at this site or other sites without written approval of the engineer

DWN BY: NAH
CKD BY: JMM
APPD BY: JMM
DATE: 06/04/2024
SCALE: NONE
Graphic scale may change due to drawing reproduction

PROJECT:	OLD WILDERNESS RD. SIDEWALK OPTION 1	SHT NO:
LOCATION:	NIXA, CHRISTIAN COUNTY, MISSOURI	
CLIENT:	CITY OF NIXA	
TITLE:	ELECTRICAL DETAILS	002



QUANTITIES:

- (1) 1,860 L.F. OF LIGHT POLE WIRE SINGLE PHASE
- (1) 40 L.F. OF PRIMARY WIRE SINGLE PHASE
- 9 - LIGHT POLES
- 2 - PAD MOUNTED TRANSFORMERS SINGLE PHASE

LEGEND:

- SINGLE PHASE JUNCTION ENCLOSURE.
- THREE PHASE JUNCTION ENCLOSURE.
- EXISTING SINGLE PHASE JUNCTION ENCLOSURE.
- EXISTING THREE PHASE JUNCTION ENCLOSURE.
- PAD MOUNTED TRANSFORMER.
- PAD MOUNTED TRANSFORMER WITH VFI.
- EXISTING PAD MOUNTED TRANSFORMER.
- SECONDARY SERVICE PEDESTAL.
- STUB OUT CONDUIT FOR FUTURE.
- STREET LIGHT BY THE CITY OF NIXA.
- STREET LIGHT SERVICE CONDUIT.
(1) 2" PVC CONDUIT WITH #10 TYPE UF.
- (1) 3" PVC CONDUIT WITH (1) 1/0 AL 15kV PRIMARY URD CABLE.
- (1) EXISTING 3" PVC CONDUIT WITH (1) 1/0 AL 15kV PRIMARY URD CABLE.
- (1) 3" PVC CONDUIT WITH (1) 350 MCM AL TRIPLEX UG SECONDARY CABLE.
- (3) EXISTING 3" PVC CONDUITS WITH 4/0 AL PRIMARY URD CABLE.
- (3) 3" PVC CONDUITS WITH 4/0 AL PRIMARY URD CABLE.
- OPEN POINT.

KEY NOTES:

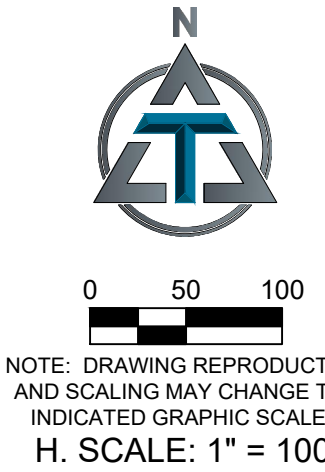
- INSTALL STREET LIGHT BASE & RUN CONDUIT INTO BASE FOR EXTENSION OF STREET LIGHT BY THE CITY OF NIXA (TYPICAL). (LOCATION AND PLACEMENT ESTIMATED BY TOTH & ASSOCIATES). (SEE ELECTRICAL DETAILS SHEET FOR PLACEMENT IN RELATION TO SIDEWALK & BACK OF CURB).
- EXISTING STREET LIGHT TO BE REPLACED WITH NEW STREET LIGHT BASE (TYPICAL). (LOCATION AND PLACEMENT ESTIMATED BY TOTH & ASSOCIATES).
- EXISTING STREET LIGHT TO BE REMOVED (LOCATION AND PLACEMENT ESTIMATED BY TOTH & ASSOCIATES).
- EXISTING THREE PHASE JUNCTION ENCLOSURE (LOCATION AND PLACEMENT ESTIMATED BY TOTH & ASSOCIATES).
- EXISTING TRANSFORMER (LOCATION AND PLACEMENT ESTIMATED BY TOTH & ASSOCIATES).
- PROPOSED SINGLE PHASE TRANSFORMER (LOCATION AND PLACEMENT ESTIMATED BY TOTH & ASSOCIATES).

ALL CONDUCTORS AND TERMINATIONS WILL BE PROVIDED BY THE CITY OF NIXA.


* CABLE IS SIZED TO LIMIT VOLTAGE DROP TO < 3% AND FLICKER TO < 4% BASED ON 12.5kVA LOAD PER LOT (GAS HEAT AND 3 TON AIR CONDITIONER).

GENERAL NOTES

- THESE DRAWINGS INDICATE THE OVERALL PLAN FOR ELECTRICAL SERVICE DISTRIBUTION THROUGHOUT THIS DEVELOPMENT AND ARE NOT INTENDED TO PROVIDE DETAILED INFORMATION ON ALL ASPECTS OF THE INSTALLATION. THE ACTUAL INSTALLATION OF THE SYSTEM SHALL COMPLY WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE (NEC) AND ALL OTHER LOCAL REQUIREMENTS.
- ALL CONDUCTORS AND TERMINATIONS WILL BE PROVIDED BY THE CITY OF NIXA.
- EXACT PLACEMENT OF TRANSFORMERS AND JUNCTION ENCLOSURES SHALL BE FIELD VERIFIED WITH THE CITY OF NIXA.
- ALL CONDUIT TO HAVE STRING INSTALLED IN THEM AND 36" RADIUS SWEEPS ON ALL 3" CONDUIT FITTINGS.



JEFFREY M. MUELLER - ENGINEER
MO# PE-2014030636

DATE	REVISION	#	 TOTH & ASSOCIATES 1550 E REPUBLIC ROAD SPRINGFIELD, MO 65804 Ph: 417-888-0645 Fax: 417-888-0657 www.tothassociates.com CERTIFICATE OF AUTHORITY: MO# E-2004004242-D © 2024 Toth and Associates, Inc. <small>Drawings and specifications are not intended for use on other projects at this site or other sites without written approval of the engineer</small>	DWN BY: NAH	PROJECT:
06/04/2025	Revised Key Note 1	1		CKD BY: JMM	OLD WILDERNESS RD. SIDEWALK OPTION 1
				APPD BY: JMM	LOCATION: NIXA, CHRISTIAN COUNTY, MISSOURI
				DATE: 06/04/2024	CLIENT: CITY OF NIXA
				SCALE: SEE DRAWING	TITLE: OVERALL ELECTRICAL LAYOUT
				<small>Graphic scale may change due to drawing reproduction</small>	SHT NO: 001

EFFECTIVE DATE: _____

TERMINATION DATE: _____

CONTRACT NUMBER: _____

CONSTRUCTION CONTRACT FOR OLD WILDERNESS ROAD SIDEWALK IMPROVEMENTS

THIS CONSTRUCTION CONTRACT FOR “OLD WILDERNESS ROAD SIDEWALK IMPROVEMENTS” (“Contract”) is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri (“City”) and _____, a _____ (“Contractor”).

WHEREAS the City, after conducting a _____ solicitation process, referenced as _____ desires to engage Contractor to perform _____; and

WHEREAS Contractor submitted one of the selected _____; and

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

WHEREAS the 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.

1.1. The Contractor agrees to perform and undertake the work described herein.

1.2. The Contractor shall perform said work in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor’s profession in the performance of similar work.

1.3. The work is described in Exhibit A, which is attached hereto and incorporated herein by this reference (“Services”).

1.4. The rates for the Services provided by the Contractor are established in Exhibit B, which is attached hereto and incorporated herein by this reference.

1.5. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City, within 30 days after the date of execution of this Contract. If such order is not issued within 30 days after execution of this Contract, then this Contract shall terminate.

2. Addition to Services. The City may add to the Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Payment.

3.1. Progress Payments.

3.1.1. Provided that Contractor performs the Services in the manner set forth herein, the City shall pay the Contractor in accordance with the provisions of this Contract, which shall constitute full and complete compensation for the Contractor's work. Such compensation shall be paid in progress payments subject to receipt of a requisition for payment and a statement of the work provided by the Contractor for the period covered by the requisition.

3.1.2. The Contractor is responsible for ensuring that the requisition is received by the City no more than 6 months after completion of the work embraced within said requisition. The City shall have no obligation to pay any requisition which is received by the City more than 6 months after the completion of any work embraced within said requisition.

3.1.3. Such requisition shall include an acknowledgement signed 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.

3.1.4. If applicable, the City shall provide notice to the Contractor of any payment amount withheld and the reason for such withheld payment.

3.1.5. The acceptance of any payment under this Contract expressly constitutes a release by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract prior to the date of payment by City.

3.1.6. Requisitions shall be submitted to the City via the AccountsPayable@nixa.com email address, or in writing to the address of the City provided below.

3.1.7. Subject to the provisions of Paragraph 3, the City shall pay the Contractor within 30 days of receipt by the City of the requisition.

3.2. Retainage. City shall withhold 5% from each progress payment as retainage to ensure performance and completion of the Contract. Retainage amounts shall be paid as part of City's Final Payment to Contractor.

3.3. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless the Contractor's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Contractor shall operate as approval of acceptance of all work completed by Contractor prior to the date of payment.

3.4. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **[INSERT AMOUNT]** unless specifically and mutually agreed to in writing by both the City and the Contractor.

3.5. Final Completion and Final Payment.

3.5.1. Final Completion is the point at which all work under this Contract has been completed by the Contractor in strict compliance with the terms of this Contract and the Contractor is ready to receive its Final Payment. Final Completion will only occur when all of the following conditions, unless waived in writing by the City, have been satisfied:

3.5.1.1. All work is complete and in compliance with this Contract.

3.5.1.2. Contractor has submitted to the City a Final Payment Application for all funds remaining due under the Contract.

3.5.1.3. Contractor has completed all of its obligations under this Contract, including, without limitation, provided all manufacturer's warranties or any other warranties which are part of the project, provided any manuals for the operation and maintenance of equipment and systems which are part of the project, provided any as-builts or other drawings, any documentation transferring to City ownership of all equipment and materials which are part of the project, and any other close-out requirements reasonably required by the City.

3.5.1.4. Contractor has delivered to the City a final claim statement setting forth in detail all claims of any kind pending against the City or any indemnitee connected with or arising out of this Contract that are pending but not yet resolved. Any claim not specified by the Contractor, whether on behalf of itself or its subcontractors, shall be deemed waived.

3.5.2. Unless otherwise provided in Paragraph 3.5, the manner in which a Final Payment is made shall be governed by the provisions of Paragraph 3.1.

3.5.3. The Contractor shall notify the City, in writing, when it considers Final Completion has been achieved. After receiving such notice, the City shall, within a reasonable time thereafter, schedule an inspection of the work to determine if Final Completion has been achieved. If the City determines that Final Completion has not been achieved, the City shall promptly provide the Contractor with a list of items to be completed or corrected to enable City to certify that Final Completion has been achieved. The Contractor shall promptly perform such work and notify the City upon completion so another inspection can be scheduled. If the City determines that Final Completion has been achieved, the City shall promptly notify the Contractor that all requirements have been met.

3.5.4. The acceptance of Final Payment under this Contract expressly constitutes a release of the City by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract.

3.6. Additional Payment Terms.

3.6.1. Payment to Contractor shall be by check or by electronic funds transfer, at the sole discretion of the City. Payment shall be provided to the Contractor at the address or the account number provided by the Contractor.

3.6.2. Contractor shall, as a condition precedent to any payments made as part of this Contract, sign up and comply with the requirements of the City's payment verification vendor, currently PaymentWorks. The Contractor agrees to reasonably cooperate with

the City's payment verification vendor's requests for information.

3.7. Liquidated Damages. The parties mutually agree that time is of the essence for the completion of the work under this Contract. The parties further acknowledge and agree that the City's timely receipt of the completed work is critical to public welfare and safety. Should Contractor fail to substantially complete the work within the time specified, the Contractor shall be liable to the City in the amount of \$500 per day for each calendar day of delay until the work is substantially complete.

This amount is stipulated as liquidated damages and not as a penalty. The parties agree that this daily amount is a genuine and reasonable pre-estimate of the damages the City would suffer from a delay, as the actual damages would be extremely difficult and impracticable to ascertain. This pre-estimate is based, including but not limited to, the following:

- (a) Extended project administration, management, and inspection costs;
- (b) Costs associated with prolonged traffic control and detour management;
- (c) Significant disruption to and potential loss of revenue for commercial establishments located along the project route, and a corresponding loss of tax revenue to the City;
- (d) Substantial public inconvenience, including increased travel times, fuel consumption, and vehicle wear for the public; and
- (e) Potential for delayed response times for emergency services and increased risks to public safety.

The City may withhold such amounts from any payments otherwise due to the Contractor.

4. Exchange of Data and Cooperation. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such Services. None of the Services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term. This Contract shall commence upon its full execution by the Parties and shall continue until the completion and acceptance by the City of the Services, unless sooner terminated pursuant to Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the

event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

7.2. Termination for Convenience. The City shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

7.3. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

8. 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.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization 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 or the provisions of Nixa City Charter Section 13.1.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. 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.

12.1. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

12.2. 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.

13. 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.

14. Insurance Requirements.

14.1. Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Contractor's sole cost and expense, have at least the following types and amounts of insurance:

14.1.1. Commercial General Liability Insurance with limits no less than \$517,306.00 per occurrence and \$ 3,448,710.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability coverage insuring the activities of Contractor under this Contract;

14.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

14.1.3. Employers Liability Insurance with limits no less than \$517,306.00 per occurrence and \$ 3,448,710.00 in the aggregate;

14.1.4. Commercial Automobile Liability with limits no less than \$517,306.00 per occurrence and \$3,448,710.00 in the aggregate; and

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than a B+ Rating;

14.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Contractor shall have new insurance policies in place that meet the requirements of this Paragraph 14;

14.2.3. Waive any right of subrogation of the insurers against the City or any of its officials, employees, or agents;

14.2.4. Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory;

14.2.5. Name the City and its officials, employees, and agents, as additional insured;

14.2.6. Not be met by the use of a single limit policy.

14.3. Contractor shall provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Contractor to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Contractor for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

14.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Contractor shall provide evidence of such insurance from said subcontractor.

14.7. Changes in policy limits. 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 or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, 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 exposure as the result of increase. 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.

14.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

15. 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.

16. 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.

17. Liability and Indemnity.

17.1. 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.

17.2. 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.

17.3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due to 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

17.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

18. Contract Documents.

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

18.1.1. This Contract; and

18.1.2. Construction Plans titled "Old Wilderness Road Sidewalk Improvements" (Exhibit A); and

18.1.3. Bid Form (Exhibit B).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. 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.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

19. Nonresident or Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

19.1. 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.

19.2. 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.

19.3. The Contractor shall utilize a United States based bank at the time of execution of this Contract. The City shall not be responsible for any additional costs incurred in the event that the Contractor utilizes a non-United States based bank.

20. Notices.

20.1. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email:
Attn:
Dept:

To Contractor:

Name:
Address:
Phone:
Email:
Attn:

20.2. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail 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.

20.3. Notice of information may be updated by the respective party upon reasonable notice of such change to the other party.

21. 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 to 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 Contractor's records pertaining to the work/product for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

22. 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.

23. 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.

24. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

26. Waiver of Jury Trial. Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

27. No Waiver of Governmental Immunity. No provision of this Contract is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Customer indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.

28. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

29. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

30. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

31. Payment for Labor and Materials. The Contractor shall pay for all labor and materials used in the provision of the Services.

32. Performance and Payment Bonds.

32.1. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on 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 terms and conditions of this Contract and payment of all labor and material suppliers.

32.2. 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.

32.3. 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.

33. 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. 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.

34. 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 employees found in violation).

35. 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.

36. Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor, by executing this Contract, certifies 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; 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.

[Remainder of page intentionally left blank. Signatures follow on next page.]

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

CITY

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

Authorized Signer

Date: _____

Printed Name

Title

CONTRACTOR VERIFICATION

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

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

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company 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.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with 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, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of 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, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of 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 shall be considered to be conclusive evidence that a company is participating in a boycott of 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; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of 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 if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged 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 as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not 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 as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

OSHA 10 – AFFIDAVIT OF COMPLIANCE

Before me, the undersigned Notary Public in and for the County of _____
State of _____ personally came and appeared _____
(printed name) _____ (position) of _____ (company name)
(a corporation) (a partnership) (a proprietorship), and after being duly sworn, did depose
and say that all provisions and requirements set out in Section 292.675, Missouri Revised
Statutes, pertaining to the 10-hour OSHA construction safety training of workers employed on
public works projects have been fully satisfied and there has been no exception to the full
and complete compliance with said provisions and requirements. The referenced OSHA
training is necessary in carrying out the contract and work with the City of Nixa in Christian
County, Missouri.

Said training of all project workers has been or will be undertaken within 60 days of commencement of construction of the project. The contractor is to provide to the city copies of OSHA certification cards of each project worker.

Signature (person with authority)

Date _____

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____, to me known to be the person described herein and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires: _____.



2025 Business License Application

New License Fee= \$50.00
Annual Renewal Fee= \$25.00

PO Box 395, 715 W. Mt. Vernon
Nixa, MO. 65714
Ph. 417-725-3785 Fax 417-725-6394

Application Date _____

BUSINESS INFORMATION

Business Name _____

dba Name _____

Business Physical Address _____

City _____ State _____ Zip Code _____

Mailing Address (if different) _____

City _____ State _____ Zip Code _____

Business Phone _____ Cell Phone _____

FEIN# _____ - _____ Retail Sales Tax# (if conducting sales) _____

Description of Business _____

☐ Sole Proprietor ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Company

GENERAL/OPERATING MANAGER

Name(s) _____ Title _____

Contact # _____ Email Address _____

BUSINESS OWNER

Name(s) _____ Contact # _____

City _____ State _____ Zip Code _____

APPLICANT INFORMATION

Name(s) _____ Title _____

Contact# _____ Email Address _____

Print Name

Signature ***REQUIRED



Department of Compliance Information

PO Box 395, 715 W. Mt. Vernon
Nixa MO 65714
Ph. 417-725-3785 Fax 417-725-6394

Application Date _____ **BUSINESS INFORMATION**

Business Name _____

Physical Address _____

Applicant Name _____ Contact # _____

Is this a Home Occupation? _____ Estimated # of Employees _____ Opening Date _____
(REQUIRED)

Description of Business Practices you are proposing:

OFFICE USE ONLY

Building Department Approval

____ Building permit is currently under review

____ Change of use permit is required

____ Building permit is required with construction plans containing the following information.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Date: _____

Approved By: _____

Planning and Zoning Approval

____ Current Zoning _____

Proposed use meets Land Development Code requirements.

Proposed use is allowed but subject to the following conditions.

1. _____
2. _____
3. _____

____ Proposed use is not allowed.

Reason: _____

Section: _____

Date: _____

Approved By: _____



911 Emergency Information

PO Box 395, 715 W. Mt. Vernon
Nixa MO 65714
Ph. 417-725-3785 Fax 417-725-6394

Opening Date _____

BUSINESS INFORMATION

Business Name _____

Physical Address _____

City _____ State _____ Zip Code _____

Business Phone# _____

Business Hours- (Weekdays) _____ (Weekends) _____

Alarm _____ Alarm Company Phone# _____

Safety Information: (Please list any hazardous materials and their location in the business of safety issues that May affect first responders.

KEY HOLDERS OUTSIDE OF BUSINESS HOURS

Name _____ Title _____

Contact # _____

Name _____ Title _____

Contact # _____

Name _____ Title _____

Contact # _____

Be sure to list at least one key holder as it is important that the police department be able to contact someone with access to the business in the event of an emergency. If information on list form changes please contact City Hall at 417-725-3785 for a new form. Questions can be directed to the Nixa Police Department by calling 417-725-2510.

NOTE: Information on this form is strictly confidential and will not be released outside of our agency.

BUSINESS LICENSE AFFIDAVIT OF OWNING A BUSINESS AND WORK AUTHORIZATION

State and/or Federal Law provisions regulate the presence of aliens in the United States. I understand that pursuant to 2008 State Statute 285.530 certain public benefits are prohibited by law from the being provided to aliens unlawfully present in the United States and that I do not and will not knowingly employ a person who is an unauthorized alien in connection with the business for which the permit or license has been or is being obtained and assert that the obtaining of the permit or license will not violate the prohibition on providing certain public benefits for aliens unlawfully present in the United States as set forth in State Statute 285.530. Should I become aware, after issuance of the permit or license and during the term of the permit or license that the business is in violation of State Statute 285.530, I will immediately notify the city of the violation and failure to do so may result in denial/revocation/suspension of the permit or license. After notification of the violation is provided to the city, the business shall immediately advise the city of steps being taken to correct the violation. A failure to timely correct the violation may result in denial/revocation/suspension of the permit or license.

I affirm that, I, _____ a citizen of the United States. I also affirm

that my company _____ does not and will not knowingly

employ a person who is an unauthorized alien.

In Affirmation thereof, the facts stated above are true and correct.

Signature

Date