



Issue: Resolution- Eoff Family Century Farm Park Parking and Trail RFP

Date: January 5, 2026

Submitted By: Matt Crouse, Director of Parks and Recreation

Background

As we move into 2026 the Parks Department is prepared to bid the first phase of trails and a parking lot at the Eoff Family Century Farm Park. This is the first step in creating the public park and allowing the public on the property to enjoy the space and nature it has to offer.

Analysis

This project has been in the planning phase throughout 2025 and is now ready for the bidding process. This process will allow contractors to review and bid on what it will cost to create the driveway, parking lot, and some trails on the property. Once created staff can begin working on opening the first phase of the park for public access. This initial phase will take place outside the floodplain of the James River, so no access to the James River will be available when the park opens later this year. The house and the barn on property will also not be accessible in this first phase. Fencing will be installed to help prevent access to these areas that are not ready for public access. The parking area will be compacted gravel and the trails will be both compacted gravel and natural surface.

Recommendation

We are excited to be working toward the opening of the Eoff Family Century Farm Park and allowing access for the community in this space. I am happy to answer any questions relating to this project. It is staff's recommendation for you to approve this RFP to allow staff to request bids and award a contract for this project.

Respectfully,

Matt Crouse
Director, Parks and Recreation

RESOLUTION NO. 2026-01

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT BIDS FOR THE CONSTRUCTION OF A TRAIL AND PARKING IMPROVEMENTS AT THE EOFF CENTURY FARM PARK.

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 purchases that will total \$20,000.00 or more; and

WHEREAS City staff are requesting authorization to solicit bids for services related to the construction of a trail and parking improvements at the Eoff Century Farm Park; 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:

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. 2026-01

ADOPTED BY THE COUNCIL THIS 13th DAY OF January 2026.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



RFB-043-2025/Parks

Eoff Family Park Trail & Parking Improvements Phase I

Issue Date: 1/14/2026

Questions Deadline: 1/23/2026 12:00 PM (CT)

Response Deadline: 2/4/2026 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-043-2025/Parks
Title: Eoff Family Park Trail & Parking Improvements Phase I
Type: Request for Bid
Issue Date: 1/14/2026
Question Deadline: 1/23/2026 12:00 PM (CT)
Response Deadline: 2/4/2026 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Bid for the construction/improvement of Nixa's Eoff Family Park Phase I, located northwest and adjacent to the intersection of Route AA and Owen Road.

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. Mount Vernon St.
Nixa, MO 65714

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

Ship To Information

Contact: Matt Crouse
Address: Parks and Recreation
701 N. Taylor Way
PO Box 395
Nixa, MO 65714
Phone: (417) 725-5486
Email: mcrouse@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

Eoff Park Phase I Bid Proposal (Draft) 12-01-25.pdf

[View Online](#)

Bid Proposal

Eoff Park Phase I Scope of Work (Draft) 12-01-25.pdf

[View Online](#)

Scope of Work

Terms and Conditions 2025.pdf

[View Online](#)

Terms and Conditions

Affidavit of Business Entity.pdf

[View Online](#)

E-Verify

anti-demonstration-against-israel.pdf

[View Online](#)

Anti-Demonstration Against Israel affidavit

OSHA affidavit

Business License Application

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.

Business License Application

Please upload the "Business License Application", located on the Attachment tab. Complete the document and upload it here.

Other Attachments

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	<p>Bid Opening</p> <p>Any bid received later than the specified time shall be disqualified.</p> <p>Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.</p> <p>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.</p>

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 (Or Davis Bacon- Whichever is higher)- 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)

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

BID PROPOSAL

CITY OF NIXA

EOFF FAMILY PARK TRAIL & PARKING IMPROVEMENTS – PHASE I

All Bidders are required to thoroughly review the following instructions and accompanying information, in addition to the construction plans and other referenced documents, and are to accurately complete the Bid Form as presented herein:

I. INSTRUCTIONS TO BIDDERS:

PART 1 GENERAL

1.1 DEFINED TERMS

- A. Terms used in these Instructions to Bidders are defined in the Standard General and Supplementary Conditions of the Construction Contract, Engineers Joint Contract Documents Committee (EJCDC) have the meanings assigned to them in those General Conditions.
- B. Additional Terms:
 - 1. *Bidder* – One who submits a Bid directly to the City as distinct from a subbidder, who submits a Bid to a Bidder.
 - 2. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents as listed in the Table of Contents of the Project Manual (including all Addenda issued prior to the opening of Bids).
 - 3. *Bidding Requirements* – The Advertisement to Bid, Instructions to Bidders, Bid security form (if any), the Bid Form with any Bid Form Supplements, and all other documents listed under Bidding Requirements in the Table of Contents of the Project Manual.
 - 4. *Successful Bidder* – The low, responsive, responsible Bidder.
 - 5. The terms *Bid* or *Proposal* as used herein are interchangeable.
 - 6. The terms *Work* and *Project* as used herein are interchangeable.
 - 7. *Responsible Bid* – A Bid that demonstrates the apparent ability of the Bidder to successfully meet all the requirements specified in the Bidding Documents.
 - 8. *Responsible Bidder* – A Bidder submitting a Responsible Bid.
 - 9. *Responsive Bid* – A Bid that complies with all meaningful or material aspects of the Bidding Documents. The Bid must constitute a definite and unqualified offer to meet the material requirements of the Bidding Documents including any terms that affect price, quality, quantity or time of delivery, or are clearly identified in the Bidding Documents to be complied with at the risk of Bid rejection for non-responsiveness.
 - 10. *Responsive Bidder* – A Bidder submitting a Responsive Bid.

1.2 GENERAL REQUIREMENTS

- A. Each bid shall be legibly written or printed in ink on the form provided in the contract documents. No alterations in the provided forms will be acceptable. Qualifications in the Contractor's bid may not be acceptable unless specifically approved. The City

may require the bidder to identify any qualifications with legal signature and detailed supportive information for the City's consideration. Modifications by the bidder of their bid may not be made after the bid has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.

- B. Each bid shall clearly indicate the Bidder's name and Bidder's contact address, email and phone numbers.
- C. No bidder may submit more than one bid on each contract. Multiple bids under different names will not be accepted from one firm or association.

1.3 WITHDRAWAL OF BIDS

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

1.4 QUALIFICATION OF BIDDERS

- A. Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon and that they have the financial resources to complete the proposed work.
- B. Contract award will be made only to responsible contractors possessing the ability to perform successfully, which will be determined by considering such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- C. Each bidder may be required to show that he has handled former work so that no just claims are pending against such work. No bid shall be accepted from a bidder who is engaged on any work which would impair his ability to perform or finance this work.

1.5 BID FORM INSTRUCTIONS

- A. The Bid Form shall be complete and shall include all items listed in the Index and all addenda shall be signed and attached.
- B. All blank spaces for Bid prices must be filled in. Proposal Forms must be completed in ink or by typewriter. Only one copy of complete Proposal is required.
- C. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in the appropriate place on the Bid Form).
- D. The address to which communications regarding the proposal are to be directed must be shown.
- E. Conditional or qualified Bids will not be accepted.

1.6 SIGNATURE OF BIDDERS

- A. Each bidder shall sign the Bid Form using his usual signature and giving his full business address.
- B. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative.
- C. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

- D. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- E. The names of all persons who affix to their signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.

1.7 PROSECUTION OF WORK

Each bidder shall complete the work within the allowable time set forth in the Bid Form. Attention is directed to the contract documents related to extensions of time and liquidated damages.

1.8 BID SUBMITTAL

- A. Bids shall be submitted by the time and per the instructions of the Advertisement for Bids and related instructions and accompanied by the Bid Security and other required documents.
- B. Bids will be opened publicly unless otherwise indicated.
- C. When Bids are opened publicly, they will be read aloud, and a summary of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

1.9 ACCEPTANCE AND REJECTION OF BIDS

The City reserves the right to accept the bid from a responsible bidder; to reject any or all bids; and to waive irregularities or informalities in any bid. Bids received after the specified time of opening may be rejected.

1.10 BASIS OF AWARD

The City will review the submitted bids from responsive, responsible bidders and may choose to award the base bid and any options or alternates, as applicable, to a bidder or as otherwise described in the bid documents.

1.11 PROJECT DOCUMENTS

- A. Complete sets of the Bidding Documents may be obtained from the Engineer.
- B. Neither the City nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of the Bidding Documents.
- C. The City and ENGINEER in providing copies of Bidding Documents on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- D. The plans provided are specific to the project and for general reference and guidance. Detailed design of specific equipment, precast structures, retaining walls, or devices is to be by the supplier or others. Additional work and considerations may be applicable. The Contractor shall review and assess project requirements and reflect fully all necessary work and costs in their proposal. The Contractor is solely responsible for all means and methods. Substantial deviations, exceptions or alternatives shall be clearly indicated in the proposal with related pricing.

1.12 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Before submitting a Bid, each Bidder must
 - 1. Examine the Bid Documents thoroughly and other related data.
 - 2. Visit the site to assess local conditions relative to construction hazards and procedures, required labor, and all other conditions and factors, local and otherwise, which may in any manner affect cost, progress, performance, or furnishing of the Work. Such considerations shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.
 - 3. Familiarize themselves with and consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or furnishing of the Work.
 - 4. Study and carefully correlate Bidder's observations with the Contract Documents.
- B. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by Contractor in performing the Work, shall be field verified with the City.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with the requirements of this section and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work

1.13 INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any person who contemplates submitting a bid as a bidder is in doubt as to the true meaning of any part of the drawings or other documents, he may submit to the City a written request for an interpretation thereof. The submitter of the request shall be responsible for its prompt delivery.
- B. Binding interpretation of the project documents will only be made by addendum which will be provided to known bidders.
- C. The City will not be responsible for any explanations or interpretations of the proposed contract documents not issued by addendum.

1.14 INQUIRIES AND ADDENDA

- A. All questions about the meaning or intent of the Bid Documents shall be submitted to the City in writing. Replies will be issued by addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than ten days prior to the date of opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications are not binding and are subject to modification or retraction.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or the project Engineer.

1.15 SUBSTITUTIONS

A Substitution Request Form may be obtained from the engineer and completed by the prime bidder, then submitted, for any desired product or work substitutions by a qualified bidder or awarded contractor. Where substitutions of material or equipment are to be proposed, Bidder shall include in the Base Bid Amount only the products specified or approved and may list any other proposed substitutions separately with a deductive or additive value that will be subject to the City's approval.

1.16 SECURITY

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

1.17 CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the contract documents and will be included in the AGREEMENT.

1.18 LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the AGREEMENT.

1.19 SUBCONTRACTORS, ETC.

- A. If the project documents require the identity of certain Subcontractors and other persons and organizations to be submitted to the City, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening, submit to the City a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by the City.
- B. If the City or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organizations, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security.

1.20 WAGE RATES

Missouri State Wage rates shall be utilized and applicable documentation submitted including, but not limited to certified pay roles, affidavits and other documents. Information may be obtained from the Industrial Commission, Missouri Department of Labor and Industrial Relations (DOLIR), Box 449, Jefferson City, Missouri 65102 or by calling (573) 751-3403.

II. BID FORM:

EOFF FAMILY PARK TRAIL & PARKING IMPROVEMENTS – PHASE I

THIS BID IS SUBMITTED BY: _____
(hereinafter called BIDDER),

- ☐ a corporation arranged under the laws of the State of _____
- ☐ a partnership consisting of _____
- ☐ an individual d/b/a _____

TO: The CITY OF NIXA, MISSOURI, hereinafter referred to as CITY.

In response to the Invitation to Bid and after having carefully examined the drawings, specifications, related contract documents, all addenda thereto and the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for the **EOFF FAMILY PARK TRAIL & PARKING IMPROVEMENTS PHASE I** for the **City of Nixa, Missouri**, in strict accordance with these Contract Documents, within the period of time set out herein, and for the price stated hereinafter.

1. By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, or agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.
2. BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) consecutive calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will, at that time, deliver to the CITY the prescribed documents.
3. BIDDER agrees to provide to the CITY, if a contract is awarded, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.
4. **TIME FOR COMPLETION.** If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the authorization date in the Notice to Proceed and will be diligently prosecuted at such rate and in such manner as, in the judgment of the CITY, is necessary for the completion of the work within the time specified in the contract documents.

Work will be considered complete when the contractor has completed the project, all clean-up is complete, and all excess materials and equipment are moved off site.

5. LIQUIDATED DAMAGES. The undersigned agrees that, should they fail to complete the work in the time specified or such additional time as may be allowed by the Engineer under the Contract, the amount of liquidated damages shall be recovered in accordance with the requirements of the *AGREEMENT*. Liquidated damages will be assessed until the work is completed, all cleanup completed and moved offsite.

BIDDER acknowledges understanding of terms for liquidated damages as provided by the project documents, and agrees to pay liquidated damages in the amount(s) and by the term(s) established in the Agreement, without condition or recourse.

6. SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by evidence that the organization which will perform the work is particularly experienced and equipped for such work. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than thirty percent (30%) of the total contract cost, except that any items designated in the contract as specialty items may be performed by subcontract and the contract value of any such specialty items so performed by subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with his own organization.

No subcontractor is permitted to further subcontract his work; no 2nd tier subcontracting is allowed without written approval of CITY.

7. BIDDER, in submitting this Bid, agrees to commence WORK under the Agreement on or before a date to be specified in the Notice to Proceed.

8. BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

9. Attention of the Bidder is directed to the Instructions to Bidders herein, Measurement and Payment - Section 01 20 00 as attached, the entire Construction Contract, the project specifications, and all other referenced contract documents. Execution of this Bid Form/Proposal by the Bidder affirms the Bidders acceptance and understanding thereof.

10. **Bid Schedule:**

Each bidder shall fully and accurately complete the attached Bid Schedule.

Before completing and executing the following Bid Schedule, each Bidder shall examine the Bidding Requirements, Contract Documents, Specifications, Drawings, and other proposed Project Documents, and all Addenda thereto; and shall be acquainted with and fully understand:

- (1) the extent and character of the work covered by this Bid Form;
- (2) the location, character and condition of, among other things, existing roads, streets, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other items, both surface and underground, which may affect or be affected by the proposed work;
- (3) the location, arrangement, and specified requirements of the proposed work and any equipment, structures, or facilities;
- (4) the extent, location and constraints of the project site and construction limits;
- (5) the nature and extent of excavations to be made, and the type, character, and general condition of materials to be excavated; along with the necessary handling, dewatering, and rehandling of excavated materials, including construction of fills and embankments;
- (6) the difficulties and hazards of the work including those that might be caused by the nature of the work and/or site, as well as those caused by weather, floods, or other events (natural or otherwise);
- (7) local conditions relative to labor, transportation, hauling, storage and delivery facilities;
- (8) all other factors and conditions affecting or which may be affected by the work.

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

Notice is given that any quantities listed on the attached Based Bid Schedule are provided for bid comparison purposes and actual quantities may vary substantially. All work and quantities shall be field verified with the CITY prior to construction. Materials and construction shall conform to the project and City specifications, as applicable. Note that the higher standard is to be upheld where any conflict occurs between plans and referenced specifications.

Attention of the Bidder is directed to the accompanying Job Special Provisions, Measurement and Payment Summary, Cleaning and Waste Management Requirements and all other contract documents. Execution of this Bid Form by the Bidder affirms the Bidders acceptance and understanding thereof.

**** REFER TO AND COMPLETE THE FOLLOWING BID SCHEDULE****

BID SCHEDULE

CITY OF NIXA

EOFF FAMILY PARK TRAIL & PARKING IMPROVEMENTS - PHASE I

Base Bid:

Item	Description	Est. Quant.	Units	Unit Price	Total Price
1.00	Park Improvements				
1.01	Mobilization, Bonding & Insurance	1	LS		
1.02	Demolition (Exist Fence, Drive)	1	LS		
1.03	Trail Clearing & Grubbing	4000	LF		
1.04	Trail Surface Aggregate (Refer To Detail)	600	CY		
1.05	Trail Base Aggregate	800	CY		
1.06	Soil Repair Aggregate	180	CY		
1.07	Parking & Drive Surface Aggregate (3/4" Clean)	325	CY		
1.08	Parking & Drive Aggregate Base	450	CY		
1.09	Access Surface Aggregate (1"-2")	110	CY		
1.10	Concrete Paving (ADA Parking Area)	140	CY		
1.11	12" RCP	20	LF		
1.12	24" RCP	30	LF		
1.13	Removable Steel Bollard	3	EA		
1.14	Fixed Steel Bollard (with Loop Hole for Chain)	2	EA		
1.15	Tubular Steel Swing Gate (Dual, 24' Opening)	1	LS		
1.16	Concrete Parking Blocks (Standard)	100	EA		
1.17	Concrete Parking Blocks (Painted - Standard)	20	EA		
1.18	Accessible Parking Signs (Steel Post Mounted)	4	EA		
1.19	Rip-Rap	50	CY		
1.20	Site Grading	1	LS		
1.21	Seeding & Mulching	1	LS		
1.22	Traffic Control	1	LS		
1.23	Erosion Control	1	LS		
1.24	Misc. Work (Not Otherwise Designated)	1	LS		
	Subtotal:				

BID SCHEDULE (Continued)
EOFF FAMILY PARK TRAIL & PARKING IMPROVEMENTS - PHASE I

TOTAL BASE BID:

The total Base Bid price shall be the sum of prices previously provided in the Base Bid Schedule and shall be the basis for the establishment of the apparent lowest base bidder. The following prices shall include all costs required for the provision of the previously described items and all work, equipment and labor incidental thereto in order to complete work properly and in accordance with the related construction plans, specifications and other contract documents.

Price in Numeric Dollars and Cents: \$ _____.

Price Written in Words: _____

BID ALTERNATES:

The following bid alternates may be selected and removed (as applicable) from the base bid(s) at the discretion of the City:

Bid Alternate 1 - Deduct Conc. Surface (ADA Parking Area)

Base Bid Items 1.07 and 1.08 for trail aggregate surface and trail aggregate base shall be removed from the contract value per the amount provided in the bid schedule.

Bid Alternate 2 - Deduct Crushed Rock Trail Surface & Base

Base Bid Items 1.04 and 1.05 for trail aggregate surface and trail aggregate base shall be removed from the contract value per the amount provided in the bid schedule.

UNIT PRICING:

The following pricing may be used for change orders if needed:

Rock Removal (Non-Blasting): _____ per measured cubic yard (CY)

Cut: _____ per cubic yard

Fill: _____ per cubic yard

BID SCHEDULE (Continued)
EOFF FAMILY PARK TRAIL & PARKING IMPROVEMENTS - PHASE I

ACKNOWLEDGEMENT:

The following signed bidder agrees to enter into a contract after acceptance of this bid in accordance with this bid form and the contract documents, and further agrees to complete all work covered by this bid in accordance with the specified requirements and within the amount of time indicated in the contract effective from the Notice to Proceed or to pay liquidated damages as provided in the General Conditions and Contract Documents.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General conditions and in conformance with the contract documents. The bid security attached is to be forfeited by the Bidder in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City caused thereby.

Dated on this _____ day of _____, _____

Signature Of Bidder:

If an Individual: _____, doing
business as _____.
(Print Name)

If a Partnership: _____
By _____, partner.

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

SECTION 00 73 00
JOB SPECIAL PROVISIONS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

Specifications for the work shall consist of the project specifications and the contract drawings. Supplemental details and specifications referenced may be found in the City of Nixa's City Code as well as the current editions of Missouri Department of Transportation's (MODOT's) Standard Plans for Highway Construction and Standard Specifications for Highway Construction. The more stringent requirements between the Contract Drawings and Technical Specifications and any supplementary references shall take precedence whenever any disagreement exists or as approved by the City.

1.2 SCHEDULE OF WORK

- A. The Contractor shall furnish the Engineer a detailed schedule setting forth the procedure he proposes to follow and giving the dates he expects to start and to complete separate portions of the work and this schedule must meet with the Engineer's approval prior to issuing the "Notice to Proceed." If in the opinion of the Engineer proper progress is not being maintained, changes shall be made in the Contractor's operation to assure proper progress.
- B. Unless otherwise provided, all public traffic shall be permitted to pass through the work, and the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public. He shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public; the Engineer shall be the sole judge of the length or amount of work which will afford proper convenience to the public.

1.3 ESTIMATES AND PAYMENTS

- A. On or about the first day of each month, the Contractor will make an estimate of the value of the work done and of unused materials stored on the site. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials which do not conform to the drawings and specifications will be deducted from the estimated value.
- B. After each estimate has been approved by the Engineer and Owner, the Owner will pay to the Contractor within 30 days, ninety-five percent (95%) of the estimated value less any previous payments.
- C. If the Owner fails to make payment thirty (30) days after receipt of the Contractor's application for payment, in addition to other remedies available to the Contractor, then shall be added to each such payment interest in accordance with section 34.057 RSMo. (Supp. 1991).
- D. Payments for materials stored on site shall be based only upon the actual cost of such materials to the Contractor and shall not include any overhead or profit to the Contractor.

1.4 WAGE PROVISIONS

The Contractor shall pay prevailing wages in accordance with the current prevailing wage determination issued by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards and the Davis-Bacon Act regulating wages (when required).

1.5 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

- A. Pursuant to Section 285.530.1, RSMo, the subrecipient assures that it, as well as its subrecipients do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provisions of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient assures that it, as well as its subrecipients shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- B. In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract bidding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- C. The Affidavit of Work Authorization form is included as Section 00 45 15.

1.6 ACCESS

- A. The City and their representatives shall have access, during normal business hours or at any time work is being performed, to the premises where any portion of the Work is being performed.
- B. Each contract entered into by the Owner for construction work, and every subagreement, shall provide access to the work. The Contractor or subcontractor shall provide facilities for access and inspection. The contract or subagreement shall also provide that any authorized representatives shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

1.7 CLEAN AIR ACT

All work performed as part of the Contract, by the parties involved, be it the Contractor, his subcontractors or the Owner, shall assure that the work is in compliance with the Clean Air Act (42 U.S.C. 7506(C)).

1.8 CLEAN WATER ACT

All work performed as part of the Contract, by the parties involved, be it the Contractor, his subcontractors or the Owner, shall assure that the work is in compliance with the Clean Water Act (33 U.S.C. 1368).

1.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

1.10 FALSE CLAIMS ACT

The Contractor and Subcontractors, if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

1.11 STORMWATER PERMIT

In accordance with 10 CSR 20-6.200(1)(A) and (1)(B)(7), if the proposed project disturbs one (1) contiguous surface acre or more of land, then a land disturbance permit to discharge stormwater is required and the contractor shall comply with the terms thereof.

1.12 HISTORICAL AND ARCHAEOLOGICAL

If during the course of construction evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner who shall notify the Missouri Department of Natural Resources and the Director, Division of Parks and Historic Preservation, P.O. Box 176, Jefferson City, Missouri 65102-0176, Telephone (573) 751-2479. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Missouri Department of Natural Resources and the Owner. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

1.13 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work as part of this contract for City improvements commences.
- C. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a

construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

- D. Contractor shall require all of its subcontractors to comply with the requirements of this paragraph and Section 292.675, RSMo.

1. Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 (\$2,500.00), plus One Hundred and no/100 (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph A. This penalty shall not begin to accrue until the time periods described in Paragraph B above have lapsed.
- b. Violations and imposition of the penalty described shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

1.14 RECORD RETENTION

The Contractor and Subcontractors shall retain all project related records for three years after final payment(s) and all other pending matters are closed.

1.15 EXCESSIVE UNEMPLOYMENT LAW

The Contractor shall agree to comply with the provisions of RSMo Sections 290.550 through 290.580 which states that only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. For questions call (573) 751-3403, ext. 0.

1.16 "OR EQUAL" STATEMENT

In accordance with 10 CSR 20 4.040(18)(C), when manufacturers' names are used, they are used to establish a standard and the words "or equal", if not stated, are implied.

END OF SECTION

SECTION 01 20 00 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

This section generally covers methods of measurement and payment for items of work under this contract and is provided for general guidance. Some select items are included herein for clarification. Additional item details may be verified with the Engineer prior to bidding.

1.2 GENERAL REQUIREMENTS

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

1.3 ESTIMATED QUANTITIES

Estimated quantities indicated in the Bid Form or other contract documents are approximate and are to be used only as a basis for estimating the probable cost of the proposed work and for the purpose of comparing the bids submitted for the proposed work. The actual amounts of work done and materials furnished under the unit price items may differ from the estimated quantities. The basis of payment for work and materials will be based on the actual amount of work done and materials furnished. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

1.4 UNIT PRICES

Values provided for unit price items shall include the cost of all work associated with provision of the item including, but not limited to, provision of the specified item, furnishing all materials and supplies; all construction equipment and tools, the performance of all necessary labor, supervision, and services; and the installation complete of all appurtenances necessary for the provision, construction, and provision complete of the item in conformance with the drawings, specifications and other contract documents. The quantity of items may vary, in some cases substantially, from that indicated in the bid form and payment will be based on the actual quantity installed. Documentation shall be provided by the Contractor to verify

quantities the extent of which should be confirmed with the Owner and Engineer. Load and delivery tickets specific to the project should be submitted along with other supporting information as necessary. Field measurements and pictures may also be required at no additional payment for provision thereof.

1.5 LUMP SUM VALUES

Values provided for lump sum items shall include the cost of all work associated with provision of the item including, but not limited to, provision of the specified item, furnishing all materials and supplies; all construction equipment and tools, the performance of all necessary labor, supervision, and services; and the installation complete of all appurtenances necessary for the provision, construction, and provision complete of the item in conformance with the drawings, specifications and other contract documents. The quantity of appurtenances and incidental work is understood to be non-designated, and the bidder/contractor is responsible for the verification of requirements and assessment of conditions in consideration of item values.

1.6 DEMOLITION

When designated, a lump sum price shall be provided for the demolition of items designated and non-designated items that interfere with construction. The provided cost shall include, but is not limited to, removal of the existing culvert, removal of existing pavement and surfacing, and other related work as necessary and as indicated in the construction plans, specifications, and other contract documents. Costs shall include furnishing all materials and supplies; all construction equipment and tools, the performance of all necessary labor, supervision, all coordination, loading and hauling, disposal per applicable regulations, permitting, dewatering, sorting and services for provision of demolition in conformance with the drawings, specifications and other contract documents.

1.7 CLEARING & TRAIL PREPARATION

A price shall be provided for the proposed clearing of brush, trees and limbs within the approved trail corridor. Locations are to be field verified. The width of clearing shall be as indicated on the plans and vertically to allow a minimum of 8' of clearance. All debris shall be removed. Stumps and roots shall be removed below trail subgrade. The provided cost shall include, but is not limited to, the provision of all materials and supplies; all construction equipment and tools, the performance of all necessary labor, supervision, all coordination, loading and hauling, storage and placement, dewatering, and services necessary for provision of demolition in conformance with the drawings, specifications and other contract documents.

1.8 AGGREGATE MATERIALS

A unit price shall be provided for aggregate base, surfacing and other materials. Payment will be made based on the total quantity installed and approved following any required placement, compacting and testing. Final surfaces shall be graded to drain. Costs shall include furnishing all materials and supplies; all construction equipment and tools, the performance of all necessary labor, supervision, all

coordination, loading and hauling, storage and placement, dewatering, and services necessary for provision of demolition in conformance with the drawings, specifications and other contract documents.

1.9 SITE GRADING

Payment will be made based on the total quantity installed and approved following any required placement, compacting and testing. The price provided shall include all items and services as required to properly complete the work generally described by the plans and specifications which is not included in any other item such as, but not limited to, the relocation of signs and mail boxes, general clean-up, and other minor work. The price shall include all costs for providing all materials, equipment and supplies; all construction equipment and tools, the performance of all necessary labor, supervision, and services; and the installation complete of all items necessary for the provision, construction, and provision complete of all required services in conformance with the drawings, specifications and other contract documents.

1.10 SITE/MISCELLANEOUS WORK

The lump sum price provided for SITE/MISCELLANEOUS WORK shall include all items and services as required to properly complete the work generally described by the plans and specifications which is not included in any other item such as, but not limited to, the relocation of any existing appurtenances, general clean-up, and other minor work. The price shall include all costs for providing all materials, equipment and supplies; all construction equipment and tools, the performance of all necessary labor, supervision, and services; and the installation complete of all items necessary for the provision, construction, and provision complete of all required services in conformance with the drawings, specifications and other contract documents.

1.11 EXCAVATION AND TRENCHING

- A. Except where otherwise specified, the unit or lump sum price bid for each item of work which involves excavation or trenching shall include all costs for such work and no direct payment will be made therefore.
- B. All excavation and trenching in rock will be in accordance with the provisions of Section 31 23 00 – Excavation and Fill.
- C. The characteristics of project soils and subsurface conditions is not fully known and field verification by the contractor is required.
- D. The Contractor shall furnish separate pricing for rock excavation by blasting or breaking where applicable.
- E. If rock is encountered during excavation, the Contractor shall notify the Owner and Engineer. The Contractor will be responsible for measuring the rock encountered for payment in the presence of the Engineer (or approved personnel) and shall provide sufficient documentation to verify the quantity to be removed.

1.12 MISCELLANEOUS CONCRETE

Unless otherwise authorized by the Engineer, concrete for thrust blocks, utility stabilization, posts and signs, relocations, and miscellaneous appurtenances will be

considered a subsidiary obligation of the Contractor and no direct payment will be made therefore. The related cost may be included in the unit price for applicable items and in the overall project cost.

1.13 TESTING

No separate payment will be made for testing in accordance with the specifications. All costs in connection therewith will be considered a subsidiary obligation of the Contractor and should be included as part of the Total Base Bid price provided and/or applicable unit prices indicated.

1.14 DEDUCTIVE ALTERNATES

Prices provided for Deductive Alternates in the Bid Schedule shall include all costs for providing all materials, equipment and supplies; all construction equipment and tools, the performance of all necessary labor, supervision, and all items that would have been necessary for the provision of the related work described in conformance with the drawings, specifications and other contract documents.

Where prices previously provided in the bid form are to be applied in full to the deduct applicable, then, a duplicate or revised price might not be requested, and in such cases, the previously given price will be applied to the deduct value for that item. Due to the complexity of transferring numbers and correctly quoting each deductive option, the City will verify and correct the values of each deductive alternate after the bid opening and may treat as an irregularity any discrepancies disclosed, and may revise amounts to the corrected value(s) for use in further consideration.

END OF SECTION

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project cleanup.

1.02 RELATED SECTIONS

- A. Cleaning for Specific Products or Work – Related Specification Section for that work.

1.03 SAFETY REQUIREMENTS

- A. Hazards Control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 PRODUCTS

2.01 SAFETY REQUIREMENTS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 GENERAL

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

3.02 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
- D. Provide on-site dump containers for collection of waste materials, debris, and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- H. Remove from the Owner's property and from all public and private property, at Contractor's expense, all temporary structures, rubbish, excess excavation, and waste material resulting from his operations.
- I. Clean all dirt from paved surfaces, not allowing same to pack on the roadway or to create a traffic nuisance. Insofar as practicable, clean all dirt from gravel and oil aggregate surfaces.
- J. All existing sod areas shall be hand raked to remove earth deposited on or in them during construction.
- K. All ditches shall be graded and properly sloped.
- L. Shoulders where sodding, seeding, or surfacing is not required shall be bladed and shaped.
- M. Vacuum clean interior building areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy.

3.03 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning.
- B. In preparation for substantial completion or occupancy, conduct final review of sight exposed interior and exterior surfaces, and of concealed spaces.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- D. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.

- E. Broom clean paved surfaces; rake clean other surfaces of grounds.
- F. Remove snow and ice from access to building.
- G. Replace air conditioning filters if units were operated during construction.
- H. Clean ducts, blowers, and coils, if air conditioning units were operated without filters during construction.
 - 1. Maintain cleaning until project, or portion thereof, is occupied by Owner.

END OF SECTION

EOFF FAMILY PARK TRAIL & PARKING IMPROVEMENTS PHASE I

SCOPE OF WORK

1. Introduction

This Scope of Work generally summarizes the services requested to provide the completion of improvements to the City of Nixa's Eoff Family Park which is located northwest and adjacent to the intersection of Route AA and Owen Road. All work shall be performed in accordance with the Construction Plans, City of Nixa Technical Specifications, and any other applicable or referenced Project Specifications or guidelines.

2. Project Overview

Eoff Family Park is a currently undeveloped tract of land located adjacent to the James River at the northern edge of the City west of US 160 and north of State Route AA. Work proposed with this project generally includes provision of an initial parking area and trail to facilitate the public use of a portion of the property. Proposed work is to include, but is not limited to the following:

A. Proposed Parking Improvements:

The proposed parking area will include site grading and work to create a gravel parking area, a park welcome area, and an additional gravel drive connecting to the extension of Owen Road. Standard concrete parking blocks are to be provided to establish parking spaces and parking limits. Temporary signage and barricades may be required to facilitate improvements near public roads and to restrict access.

B. Trail Improvements:

Trail improvements are to include the clearing of an initial loop trail approximately 5,000 feet long. Brush is to be removed along the trail route to create a maintainable corridor with trimming of existing trees (horizontal and vertical). The initial trail surface is to be primarily an aggregate surface. Clearing and grubbing and light grading will be used to prepare the surface. Areas where existing soils are soft, prone to dampness, or otherwise unsuitable for trail construction, are to be removed to suitable material and layers of varying diameter rock may be used to provide stability. Short, small diameter drainage pipe is to be provided where designated to facilitate drainage. The trail route and methods of construction are to be field verified and adjusted with the Engineer and City with variation from the bid plans possible. Costs shall be adjusted based on actual work at the unit prices provided. Additional improvements are to occur in the future to further the develop the property to facilitate outdoor recreation and community events.

C. Clean-up and Erosion Control:

The Contractor is to provide for the clean-up of the site following the completion of work and the provision of erosion control as follows:

- Removal and disposal of all debris and waste materials from the work site.
- Relocation of any excess soil and aggregate to areas approved onsite by the City and Engineer.
- Provision of erosion control such as silt sock (primarily in the parking and drive area) and/or as designated on plans.
- A rock construction entrance is to be provided and maintained.

3. Contractor Responsibilities

The Contractor shall be responsible for all aspects of the work, including but not limited to:

- A. Obtaining all necessary permits and approvals.
- B. Providing all labor, materials, equipment, and supervision required for the project.
- C. All methods and means of construction.
- D. Complying with all applicable labor requirements, safety regulations, environmental standards, and applicable laws.
- E. The location of all utilities and coordination of any conflicts or modifications required to facilitate project work.
- F. Coordinating work including with other contractors and utilities operating in the vicinity of the work site.
- G. Provision, storage, and security of all applicable materials
- H. Maintaining accurate records of all work performed.
- I. Attending and participating in applicable project meetings.
- J. Ensuring the quality and timely completion of all work.

CITY OF NIXA, MISSOURI
GENERAL TERMS AND CONDITIONS OF COMPETITIVE PROCUREMENT PROCESS

- 1. Authority.** Chapter 2, Article VI, Division 1 of the Nixa City Code, contains the provisions which govern the City's competitive procurement processes. Section 2-172 of the Nixa City Code authorizes the establishment of additional rules and procedures to implement the provisions of Chapter 2, Article VI, Division 1 of the Nixa City Code. These terms and conditions (hereinafter "Terms") are promulgated pursuant to the authority set out herein.
- 2. Scope.** These Terms shall govern and control the competitive procurement process. Once a contract is executed between the City and the awarded Offeror, these Terms shall no longer apply to that specific contractual arrangement. By providing a submittal as part of this solicitation, Offerors agree to be bound by the terms and conditions contained in this document.
- 3. Opening Location and Due Date.** Sealed Submittals will be received at Nixa City Hall, 715 W. Mt. Vernon St., Nixa, MO 65714, until February 4, 2026 at 10:00AM, local Nixa, Missouri time (Central Time) (hereinafter "Due Date").
- 4. Opening of Submittals.** Submittals shall be opened at a public opening. Offerors who have submitted a Submittal and the public are allowed to attend the opening. No decision related to an award shall be made at the opening.
- 5. Delivery of Submittals.**
 - 5.1.** Submittals shall be delivered in person or by mail. In all cases, Submittals shall be submitted in a sealed envelope identified with the solicitation number and date of closing on the outside. Facsimile, telephone, and email Submittals shall not be accepted by the City. The City will not accept any Submittal received after the Due Date. It is the sole responsibility of the Offeror to ensure timely delivery of their Submittal.
 - 5.2.** If electronic submittals are permitted or required, Offerors shall comply with all instructions and requirements outlined on the City's electronic bidding website <https://nixa.ionwave.net>. Offerors are solely responsible for ensuring their electronic submittals are complete, properly uploaded, and received by the specified deadline. The City is not responsible for technical difficulties encountered by Offerors during the electronic submission process.
- 6. Prices.** Submittals shall provide unit price, extended total, or both if applicable. Price must be stated in the units of quantity as specified in the City's specifications. The unit price shall control in the event of any discrepancy. Each item must be priced separately, and Offerors shall not attempt to tie any item or items in with any other item or items. All pricing shall be submitted as "Free on Board" ("FOB") for the destination Nixa, Missouri 65714, freight prepaid.
- 7. Taxes.** Federal or State excise, sales, or use taxes should not be included in any prices submitted as part of this Solicitation. The City is tax exempt as a matter of law. A Tax Exemption Certificate may be furnished by the City if required.
- 8. Estimated Quantities.** The estimated quantities indicated in the City's Solicitation represent anticipated requirements only. The City reserves the right to exceed or diminish these estimates.

9. Solicitation Forms, Variances, and Alternates. Solicitation responses shall be submitted on City forms provided as part of the Solicitation. Offerors submitting a Submittal as part of this Solicitation shall indicate any variances from the City's requested specifications, terms, conditions, and the anticipated contract document. Alternate Submittals may be provided as part of a Submittal but will only be considered at the sole discretion of the City.

10. "Or Equal" Interpretation. When a particular manufacturer's name or brand is specified within the Solicitation along with the words "or equal", then the City will consider other brands which are substantially similar. Offerors submitting an alternative shall clearly indicate the product (brand and model number) on which they are providing as an alternative. Additionally, they shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the brand or manufacturer specified by the City. Catalog cuts and technical descriptive data shall be provided where applicable.

11. Withdrawal of Submittals. Submittals may be revised, modified, or withdrawn by the Offeror at any time prior to the Due Date. Any such revision, modification, or withdrawal shall be in writing. After Submittals are opened, they shall be irrevocable for a period of sixty (60) days, unless otherwise stated.

12. Clarification and Addenda. Each Offeror submitting a Submittal as part of this Solicitation shall examine all solicitation documents posted by the City and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions concerning interpretation, clarification, or additional information pertaining to this Solicitation shall be made through the Purchasing Department in writing through email. No oral interpretation shall be made by the City. The issuance of written addenda shall be the only method whereby interpretation, clarification, or additional information is given by the City. It is the responsibility of each Offeror to contact the Purchasing Department to determine if addenda were issued and to make such addenda a part of their Submittal. Any and all addendums shall be posted on the City's electronic bidding web site: (<https://nixa.ionwave.net/HomePage.aspx>). Offerors are responsible for checking this website regularly for any issued addenda.

13. Contract Forms. Any contract resulting from the City's acceptance of a Submittal shall be on forms either supplied by or approved by the City. The City has provided a template contract as part of the City's Solicitation. Any edits, modifications, or exceptions to this template document shall be provided as part of any Submittal.

14. Reserved Rights. The City reserves the right to make such investigations as it deems necessary to determine whether any Submittal is responsive and that the Offeror providing the Submittal is sufficiently responsible or capable of performing any potential contract. The City may require any Offeror to provide current financial statements, verification of availability of equipment and personnel, past performance records, or any other documents which will enable the City to determine whether the Submittal or the Offeror is sufficient.

15. Applicable Law. This competitive procurement process shall be governed by the laws of the State of Missouri.

16. Protest.

16.1. Right to Protest. Any actual Offeror who is aggrieved in connection with the award of a contract as part of this Solicitation may protest the award in accordance with the procedure set forth in this section.

16.2. Grounds for Protest. Protests shall be limited to the following grounds:

16.2.1. Errors in the Evaluation Process: The City made a substantial error in the application of the evaluation criteria specified in this Solicitation.

16.2.2. Non-Responsive or Non-Responsibility: The City improperly determined a Submittal to be non-responsive or an Offeror to be non-responsible.

16.2.3. Improper Award: The award of a contract was not made in accordance with the requirements of this Solicitation or applicable law.

Protests shall be based on clear and convincing evidence of bias, fraud, or misapplication of stated evaluation criteria.

16.3. Filing a Protest: To be considered valid, a protest must be submitted in writing and must contain the following:

16.3.1. Identification of the Protestor: The name, mailing address, telephone number, and email address of the Protestor.

16.3.2. Identification of the Solicitation: The title and solicitation number of the procurement.

16.3.3. Detailed Statement of Grounds for Protest: A clear and concise statement of the specific grounds for the protest, including all relevant facts, and supporting documentation. Mere disagreement with the City's decision is not sufficient.

16.3.4. Signature: The signature of the Protestor by an authorized representative of the Protestor.

16.4. Deadline for Filing: Protests must be received by the City no later than 7 calendar days after the notice of award of the contract. Protests shall be submitted to the City Administrator.

16.5. Review of Protest:

16.5.1. Initial Review: Upon receipt of a timely and properly filed protest, the City Administrator, or designee, shall conduct an initial review to determine if the protest meets the requirements of this section. Protests that do not meet these requirements may be rejected without further consideration, and the Protestor shall be notified accordingly.

16.5.2. Suspension of Procurement Process: Unless the City Administrator makes a written determination that the award of the contract is urgently required without delay for compelling reasons, the procurement process may be suspended pending the resolution of the protest. In the case where the City Administrator determines that he award of the contract is urgently required, then no further action shall be taken on the protest.

16.5.3. Opportunity to Respond: The City Administrator may provide other

interested parties with notice of the protest and an opportunity to respond within a specified timeframe.

16.5.4. Investigation and Decision: The City Administrator shall investigate the protest, which may include a review of relevant documents and meetings with the Protestor and other parties. A written decision on the protest shall be issued within 15 business days after the filing of the protest. The decision shall state the findings of fact, the reasoning of the decisions, and any corrective action to be taken, if any.

16.6. *Limitation of Remedies:* In the event that a protest is determined to be valid, the exclusive and sole remedy available to the Protestor and any other interested party shall be the cancellation of the current Solicitation and the commencement of a new, independent competitive procurement process. The City reserves the right to revise the specifications or requirements in any subsequent solicitation. Under no circumstances shall a successful protest result in the amendment of the original award or the award of the contract to the protesting party under the terms of the protested Solicitation.

16.7. *Finality of Decision:* The written decision of the City Administrator shall be the final administrative determination of the City regarding the protest.

16.8. *Waiver of Objections:* By providing a submittal pursuant to this solicitation, and as consideration for the City's review of the Offeror's submittal, said Offeror shall waive any objections or challenges to the protest process provided for herein. The protest process outlined herein shall be Offerors sole recourse to dispute a contract award made as part of this solicitation.

17. *Quality Guaranty.* If any product delivered does not meet the City's specifications or if the product will not produce the effect that the Offeror represented to the City, the Offeror shall pick up the product from the City at no expense to the City. Additionally, the Offeror shall refund to the City any money which has been paid for same. The Offeror shall be responsible for attorney fees in the event the Offeror defaults and court action is required.

18. *Quality Terms.* The City reserves the right to reject any or all materials if, in its judgment, any item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

19. *Solicitation Tabulation.* Offerors may submit a request for a copy of the tabulation of the Solicitation through the City's purchasing department.

20. *Expenses.* All expenses for responding to the City's Solicitation shall be borne by the Offeror submitting their Submittal.

21. *Anti-Collusion Certification.* The Offeror warrants and represents that their submission is made in good faith and without any agreement, understanding, or arrangement with any other person or entity to submit a fictitious or fraudulent submission, or to refrain from submitting a submission, or to otherwise collude with any other person or entity in any manner whatsoever in connection with this Solicitation. The Offeror further warrants and represents that:

21.1. The prices in this submission have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating

to such prices with any other Offeror or potential Offeror.

21.2. Unless otherwise required by law, the prices which have been quoted in this submission have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to notification of award, directly or indirectly to any other Offeror or to any competitor.

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

21.4. The Offeror has not offered, conferred, or agreed to confer any pecuniary benefit or other consideration to any official or employee of the City in connection with this Solicitation.

22. Liability and Indemnity. In no event shall the City be liable to the Offeror for any 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 this Solicitation.

The Offeror 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 Solicitation, including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

23. Information is Public. All documents submitted with any Submittal shall become public documents and subject to RSMo. Chapter 610. By submitting any document to the City in connection with this Solicitation, the Offeror recognizes the public nature of the document and waives any claim against the City and any of its officers and employees relating to the release of any document or information submitted. Each Offeror shall hold the City and its officers and employees harmless from any claims arising from the release of any document or information made available to the City arising from this Solicitation.

24. Authorized Product Representation. The successful Offeror(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Offeror(s) is legally authorized to submit, and the successful Offeror(s) will be legally bound to perform according to the documents.

25. Regulations. Each Offeror is responsible to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

26. Awards. Awards shall be made pursuant to the applicable provisions of Section 2-173 of the Nixa City Code. Notice of the award of a contract shall be made to all Offerors who submitted a Submittal as part of the Solicitation.

27. Additional Purchases by Other Public Agencies. The awarded Offeror, by submitting a Submittal, agrees to allow other public agencies to engage in cooperative purchasing utilizing the pricing submitted by the Offeror.

28. Cancellation of Solicitation. The City reserves the right to cancel this Solicitation in whole or

in part at any time prior to contract award, without obligation or liability to any Offeror. The reasons for cancellation may include, but are not limited to, insufficient funding, changing requirements, or the determination that it is in the best interest of the City to do so. Notice of cancellation will be provided to all Offerors who submitted a Submittal, if possible.

29. No Guarantee of Award. Submission of a Submittal does not guarantee that the City will award a contract. The City reserves the right to reject any or all Submittals, to waive minor irregularities or informalities in Submittals, and to make an award to the Offeror whose Submittal is deemed to be in the best interest of the City, considering all evaluation factors.

30. Debarment/Suspension. By submitting a Submittal, the Offeror certifies that neither it nor its principals are currently debarred, suspended, or otherwise ineligible from participating in federal, state, or local government procurement activities. The City reserves the right to reject any Submittal from an Offeror that is debarred or suspended.

31. Definitions. The following terms shall have the meaning set forth below when used in this document:

City: Refers to the City of Nixa, Missouri.

Due Date: Refers to the specific closing date and time for the submission of Submittals as indicated in Section 3 of these Terms.

Offeror: Refers to the person or entity submitting a Submittal in response to the City's Solicitation.

Solicitation: Refers to the competitive procurement process referenced in Section 2 of these terms, including all associated documents, specifications, and addenda.

Submittal: Refers to the Offeror's complete response to the City's Solicitation, including all required forms, pricing, and other documentation.

**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