



## **RE: CHERRY ST. STORMWATER PROJECT FINAL PHASE**

### **Background:**

Identified in the 2026 Capital Improvement Plan (CIP), this project represents the final phase of a larger effort to address flooding in the area between Rice Street and North Street, just south of the junior high school.

### **Analysis:**

This final phase will include installation of larger stormwater pipe, new drainage inlets, and the removal of an above-ground conveyance system that currently requires staff attention during routine rainfall events. The improvements will extend from 301 Becky Circle to 308 North Street.

### **Recommendation:**

Staff recommend that Council approve the requested resolution authorizing the solicitation of bids for this final phase. This project will help alleviate flooding, improve system performance, and reduce ongoing maintenance needs.

MEMO PREPARED BY:

**Jeff Roussell** | Street Superintendent

[jroussell@nixa.com](mailto:jroussell@nixa.com) | 417-725-2353

**RESOLUTION NO. 2026-18**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT BIDS FOR PHASE 3 OF THE CHERRY STREET STORMWATER DRAINAGE IMPROVEMENT PROJECT**

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

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

**WHEREAS** City staff are requesting authorization to solicit bids for the final phase of a larger effort to address flooding in the area between Rice Street and North Street, just south of the junior high school; 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. 2026-18**

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**ADOPTED BY THE COUNCIL THIS 14<sup>th</sup> DAY OF APRIL 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-015-2026/Street**

**Cherry Street Stormwater Improvement**

Issue Date: 4/15/2026

Questions Deadline: 4/29/2026 12:00 PM (CT)

Response Deadline: 5/6/2026 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](mailto:sewing@nixa.com)

## Event Information

Number: RFB-015-2026/Street  
Title: Cherry Street Stormwater Improvement  
Type: Request for Bid  
Issue Date: 4/15/2026  
Question Deadline: 4/29/2026 12:00 PM (CT)  
Response Deadline: 5/6/2026 10:00 AM (CT)  
Notes: The City of Nixa is issuing a Request for Bid for the continuation of construction of the Cherry Street Stormwater Improvement project.

**IT IS HIGHLY ENCOURAGED TO SUBMIT YOUR BID ELECTRONICALLY. No emailed 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  
Public Works  
1111 W. Kathryn St.  
Nixa, MO 65714

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

## Ship To Information

Contact: Travis Cossey  
Address: Wastewater  
1111 Kathryn St.  
PO Box 395  
Nixa, MO 65714  
Phone: (417) 725-2353  
Email: tcossey@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 Activities

### Pre-Bid Meeting

4/29/2026 1:30:00 PM (CT)

Non-mandatory pre-bid meeting to be held at Public Works facility located at 1111 W Kathryn St., Nixa, MO.

## Bid Attachments

### Scope of Work.docx

Scope of Work

[View Online](#)

### 242001-NIXA-Stormwater Drainage Imp Rice St.-North St. Ph3-3-16-26-1.pdf

Stormwater Drainage Imp Rice St.-North St. Ph3

[View Online](#)

### Bid Form - Stormsewer PHASE 3 - Rice to North 031626.pdf

Bid Form

[View Online](#)

## Construction Contract Template (15) - Storm Sewer Improvements Rice to North St Ph 3.docx

[View Online](#)

Contract Template

## 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 10 AFFIDAVIT.pdf

[View Online](#)

OSHA affidavit

## 2026 BUSINESS APPLICATION.pdf

[View Online](#)

Business License Application

## Requested Attachments

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### 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

*(Attachment required)*

Please upload your Bid Bond here.

### OSHA Affidavit

*(Attachment required)*

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

### Anti Demonstration Against Israel Affidavit

*(Attachment required)*

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

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### 1 Introduction

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

**2 RFB Submission Response**

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

**3 Bid Opening**

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

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

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

**4 Attachments Required**

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

**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/Plans/Bid Form**

Download the Technical Specs, Plans, and Bid Form 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

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Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

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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*

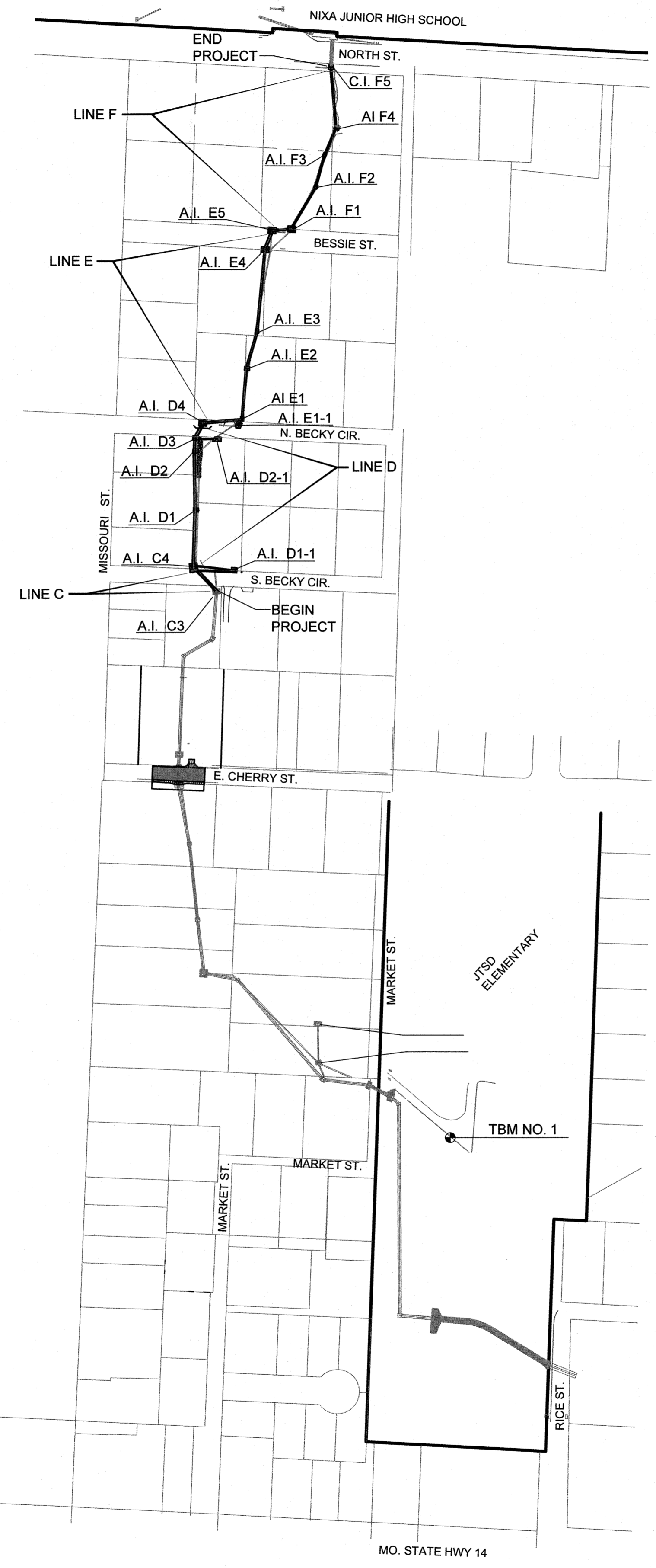
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*Signature*

## **SCOPE OF WORK**

Stormwater Drainage Improvements from Rice St. to North St. Phase 3 generally consists of providing storm sewer piping ranging from 42" Diameter to 18" Diameter, precast concrete inlets, concrete driveway replacement, minor grading, traffic control, clearing & grubbing, hydroseeding, erosion control and all other items per the Construction Plans and City of Nixa Technical Specifications.

# STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST. - PHASE 3

FOR THE CITY OF NIXA,  
CHRISTIAN COUNTY, MISSOURI



PLAN  
NTS



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



### LEGEND

	EXISTING FIRE HYDRANT
	GATE VALVE
	PROPOSED FIRE HYDRANT
	SAN. SEWER MANHOLE
	POWER POLE
	RIGHT-OF-WAY LINE
	EDGE OF PAVEMENT
	WATERLINE
	TELEPHONE LINES
	TELEPHONE RISER
	WATER METER
	MAIL BOX
	SAN. SEWER LINE

**T.B.M. #1:**  
TBM NO. 1 - CONTROL POINT (330)-CP2 1/2. LOCATION AS SHOWN ON THIS SHEET.  
THOMAS ELEMENTARY SCHOOL SITE.  
EL: 1279.45

### SAFETY NOTICE TO CONTRACTOR

- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

### CAUTION

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

### SHEET INDEX

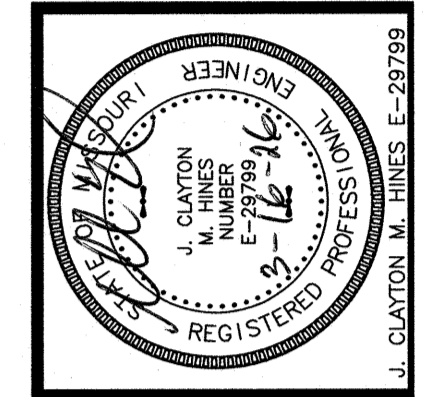
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2.	STORM WATER PLAN/PROFILE LINE C & DETAILS
3.	STORM WATER PLAN/PROFILE LINE D
4.	STORM WATER PLAN/PROFILE LINE E
5.	STORM WATER PLAN/PROFILE LINE F
6.	DETAILS
7.	DETAILS
8.	DETAILS
9.	DETAILS
10.	SEDIMENT AND EROSION CONTROL PLAN

### GENERAL CONSTRUCTION NOTES

- Materials, installation and testing shall conform to the City of Nixa's technical specifications and details. If there is a discrepancy between The City of Nixa standard details and the details indicated within these construction plans, The City of Nixa standard details shall govern.
- Prior to beginning construction, the Contractor shall convene a preconstruction conference between the owner, Engineer and the City of Nixa.
- It is the Contractor's responsibility to locate and move any affected utilities. The engineer or City of Nixa does not guarantee that all utilities are shown on these plans.
- It shall be the sole responsibility of the Contractor to contact the utility suppliers and arrange for any necessary modifications required to facilitate construction activities.
- It shall be the Contractor's responsibility to keep rock, mud, and other debris from access streets caused by construction equipment throughout the day and at the end of each work day.
- Contractor shall be responsible for furnishing as-built plans for any deviations from this set of plan sheets.
- Contractor shall field verify all elevations and slopes and shall confirm with Engineer and note any variation thereof prior to installment.
- 3/4" clean crushed stone backfill shall be provided over storm sewer line where line is located under pavement.
- Final clean-up requirements are the sole responsibility of the Contractor and shall be strictly enforced.
- CSP storm sewer pipe may be used in lieu of HDPE storm sewer pipe as long as the manning's "n" value is 0.12 or less subject to approval by the City of Nixa.
- All HDPE pipe and fittings shall meet MODOT specifications.
- All fences shall be replaced to existing or better condition.
- Provide temporary fencing where necessary for pets.
- All precast concrete junction boxes, area inlets and curb inlets are shown with 6" thick walls. A 6" thick wall shall be the minimum. Thicker walls shall be provided as necessary to provide HS-20 loading for all structures.

STORMWATER DRAINAGE IMPROVEMENTS FROM RICE ST. TO NORTH ST. - PHASE 3

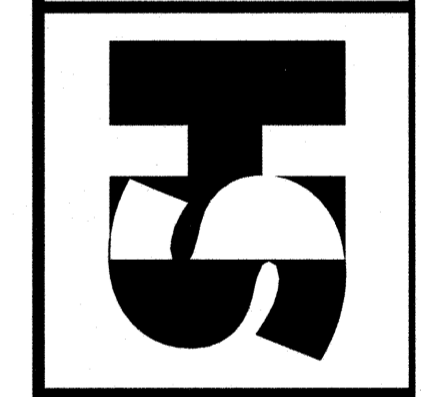
Nixa, Christian County, Missouri



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

**SHAFFER & HINES**  
CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS

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



COVER SHEET

DESIGN BY JCMH  
DRAWN BY GSM  
CHKD BY JCMH  
DATE APRIL 2024  
SCALE AS SHOWN

REVISIONS


JOB NO.  
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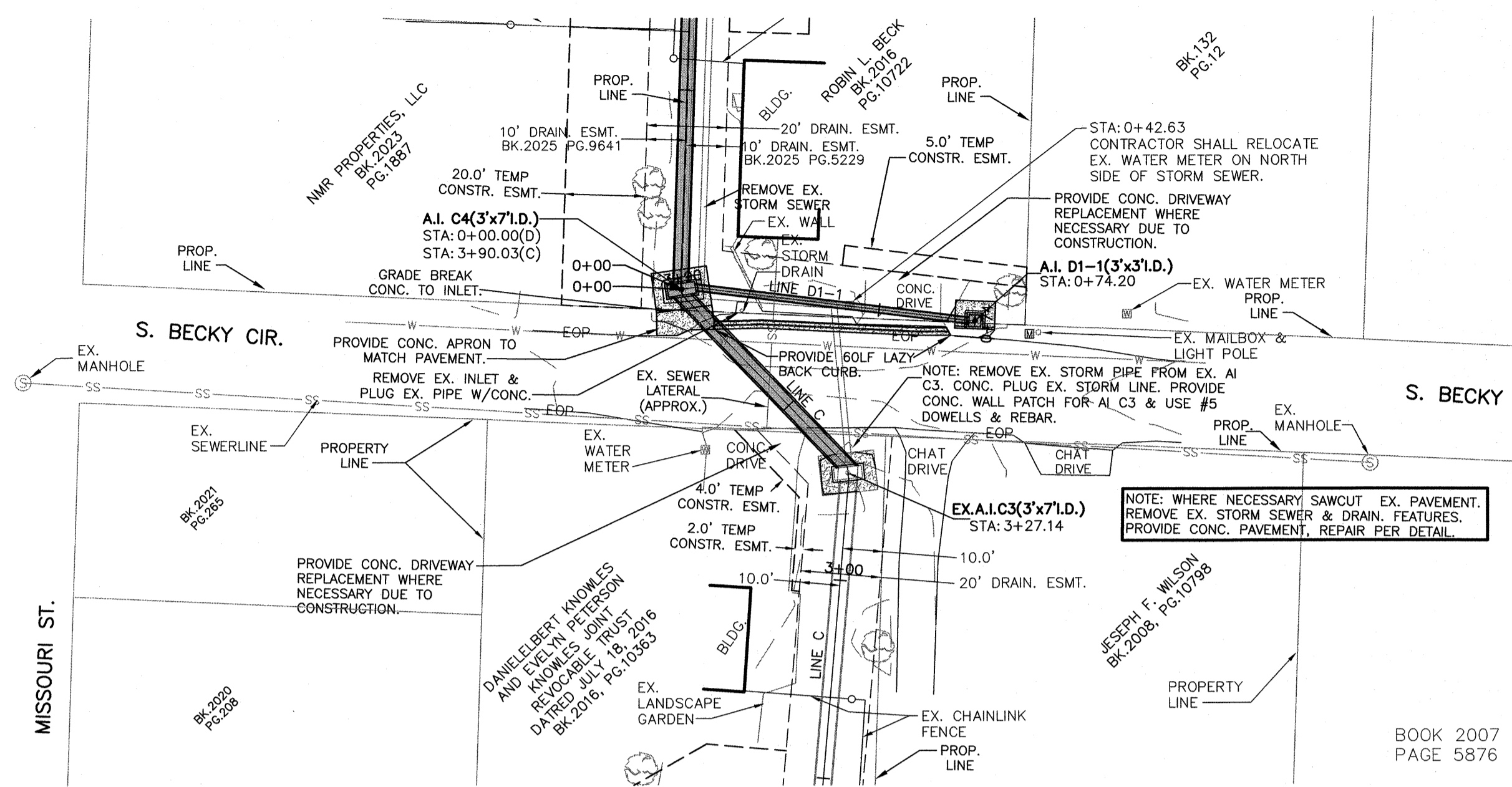
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STORMWATER DRAINAGE IMPROVEMENTS  
FROM  
RICE ST. TO NORTH ST. - PHASE 3



Nixa, Christian County, Missouri



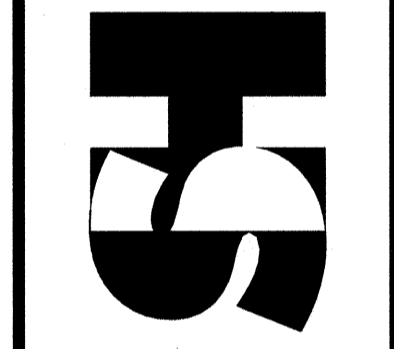
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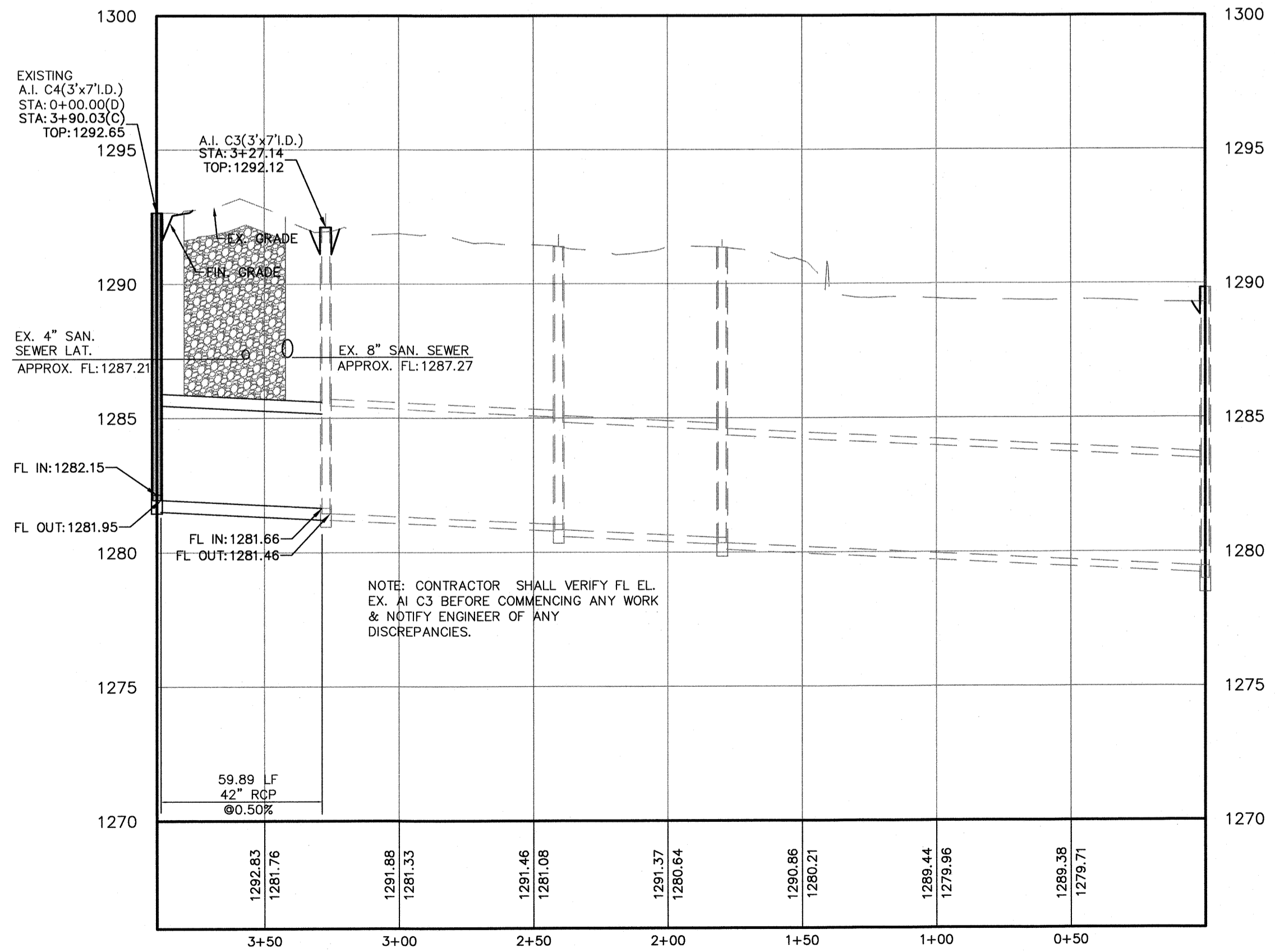
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DATE APRIL 2024  
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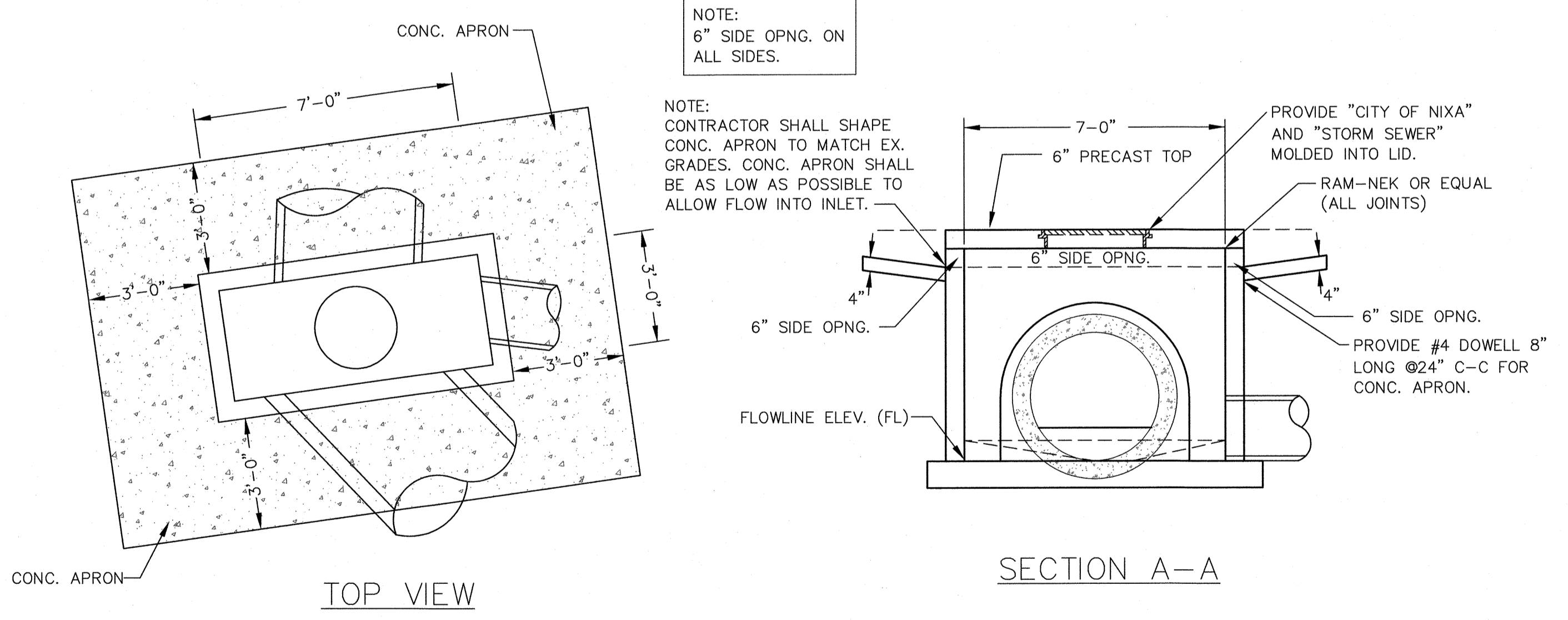
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JOB NO.  
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2 OF 10



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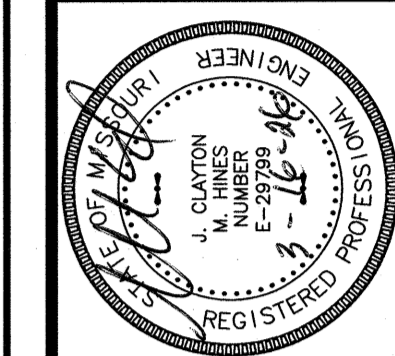
PRECAST CONC. AREA INLET C4(3'x7'I.D.)  
NOT TO SCALE



STORMWATER DRAINAGE IMPROVEMENTS  
FROM  
RICE ST. TO NORTH ST. - PHASE 3

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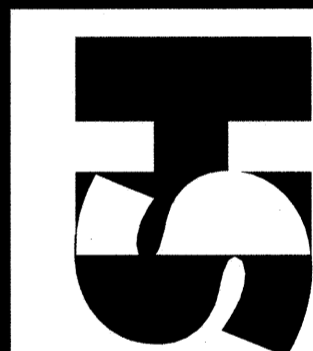
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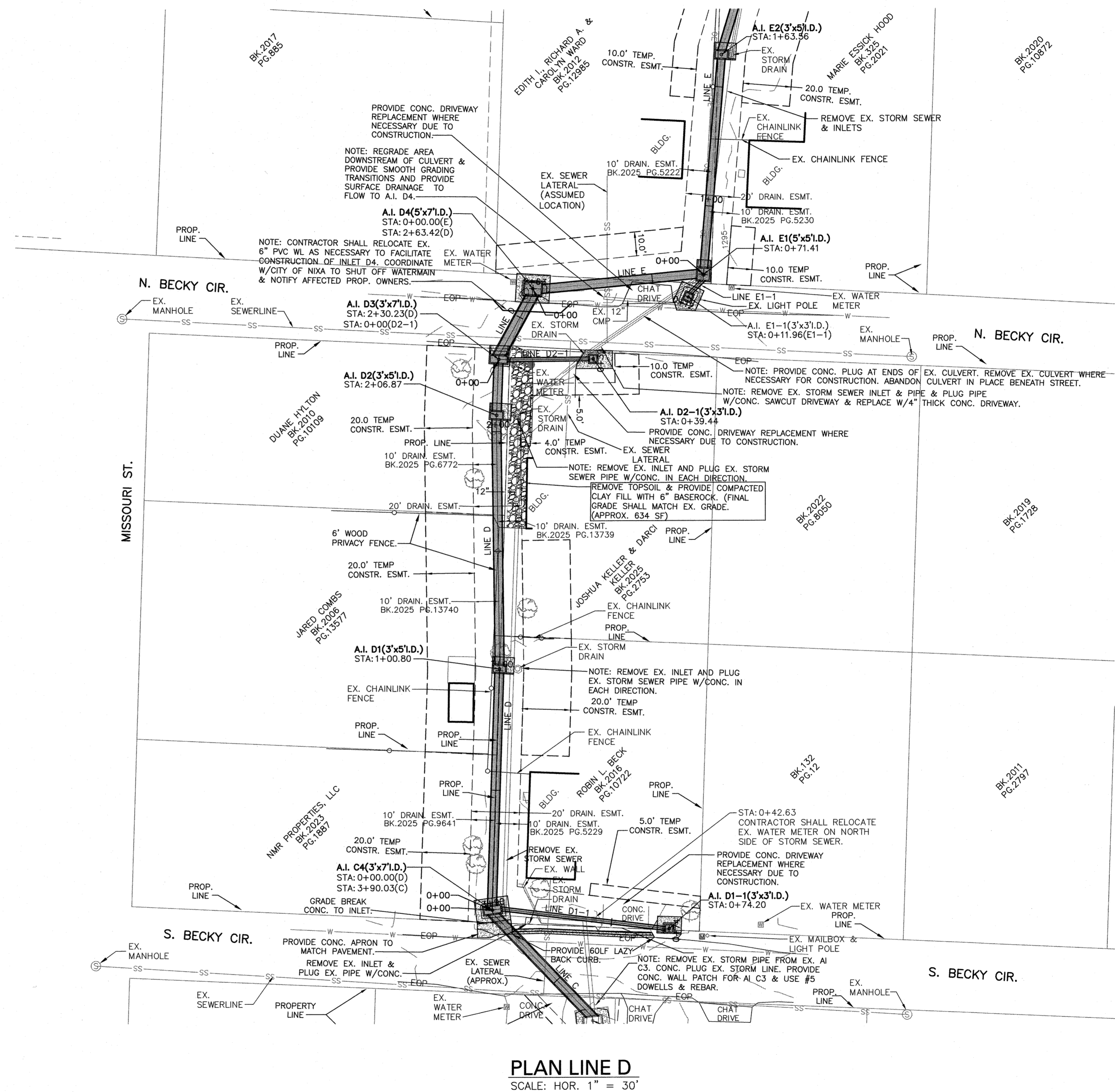
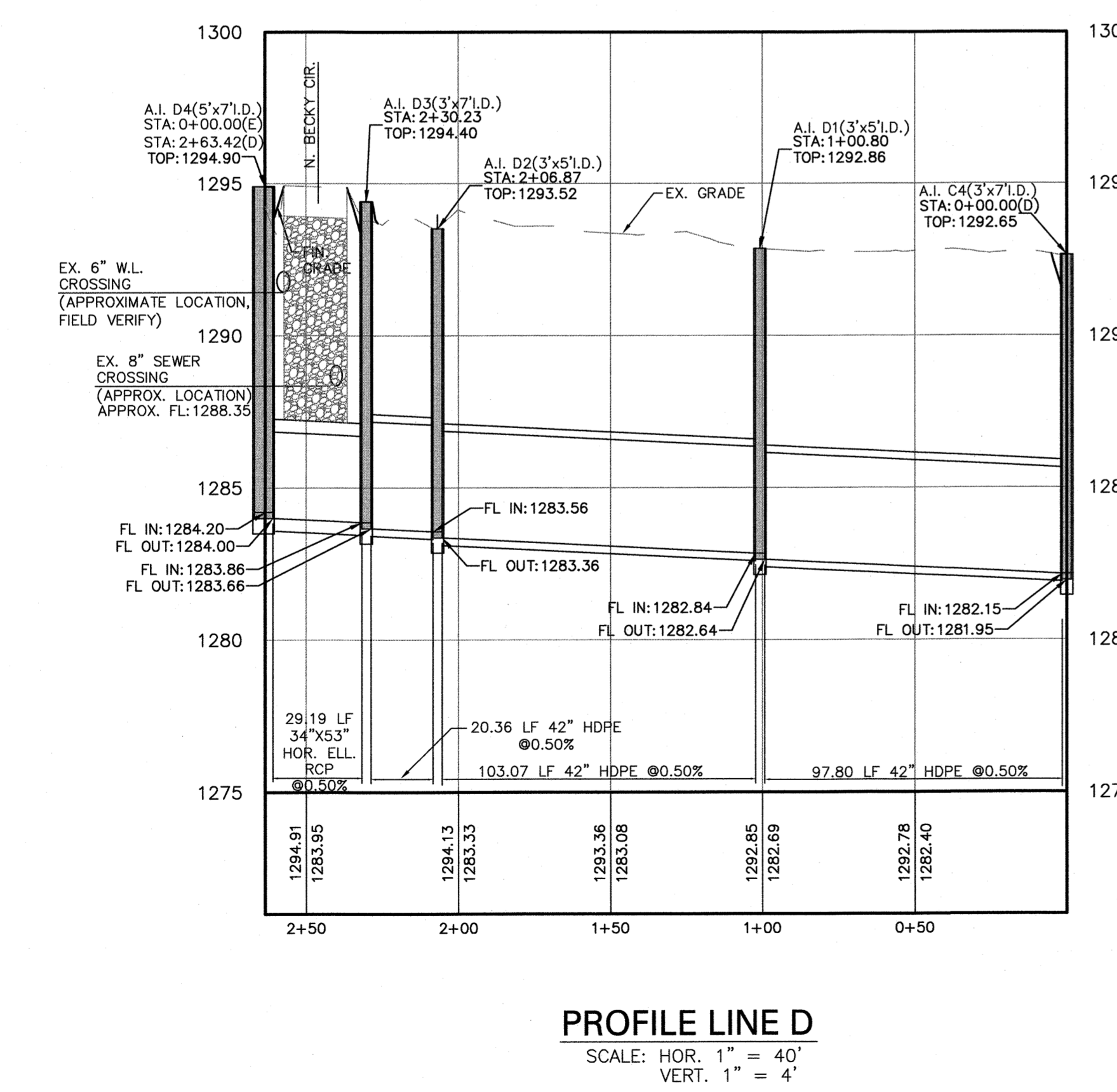
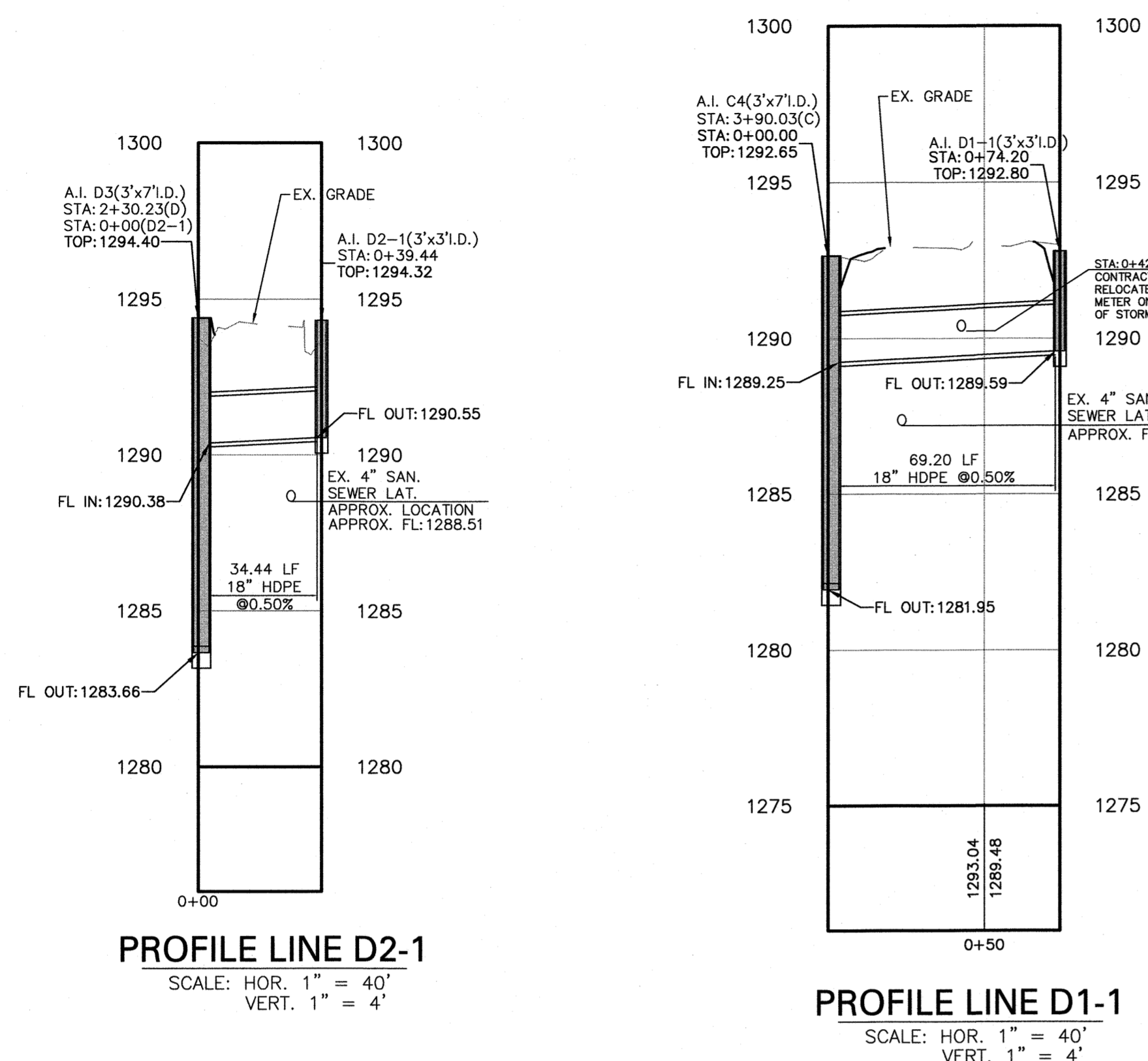
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JOB NO.  
**242001**

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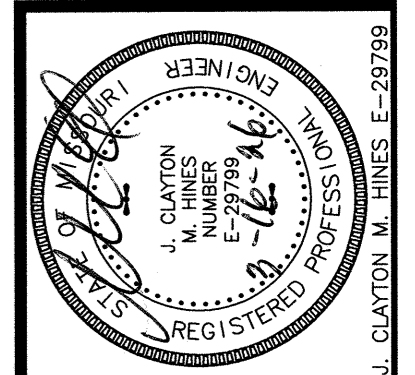




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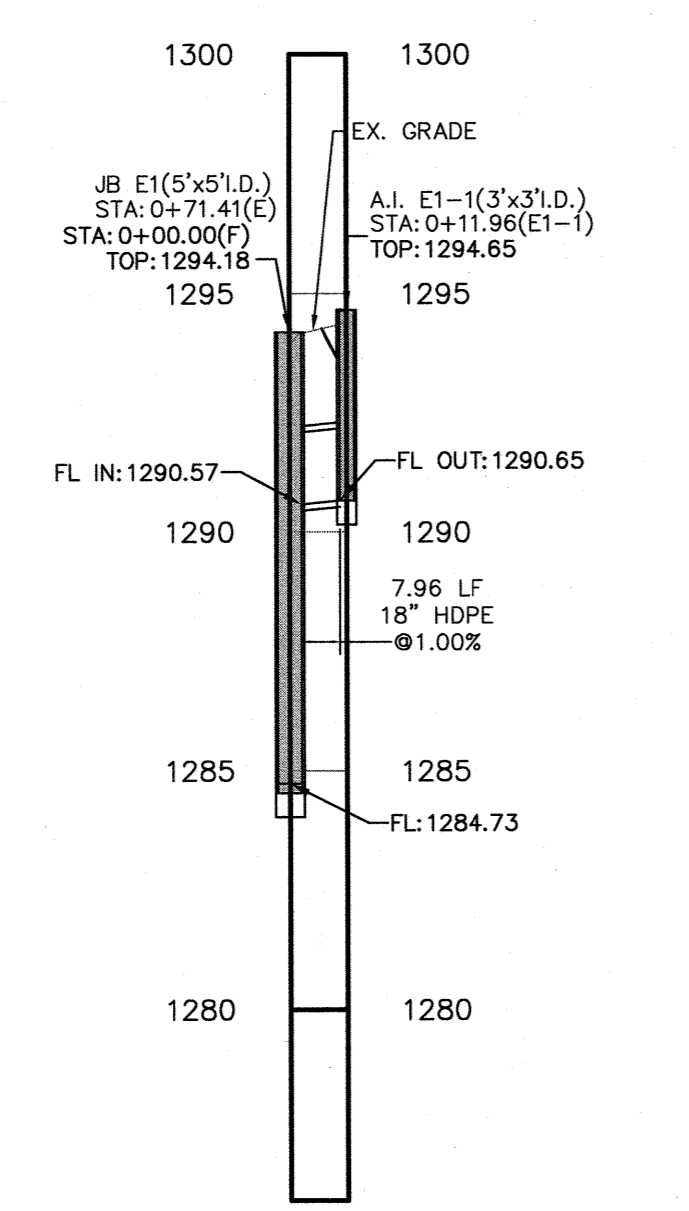
DRAINAGE  
IMPROVEMENTS  
LINE E

DESIGN BY JCVH  
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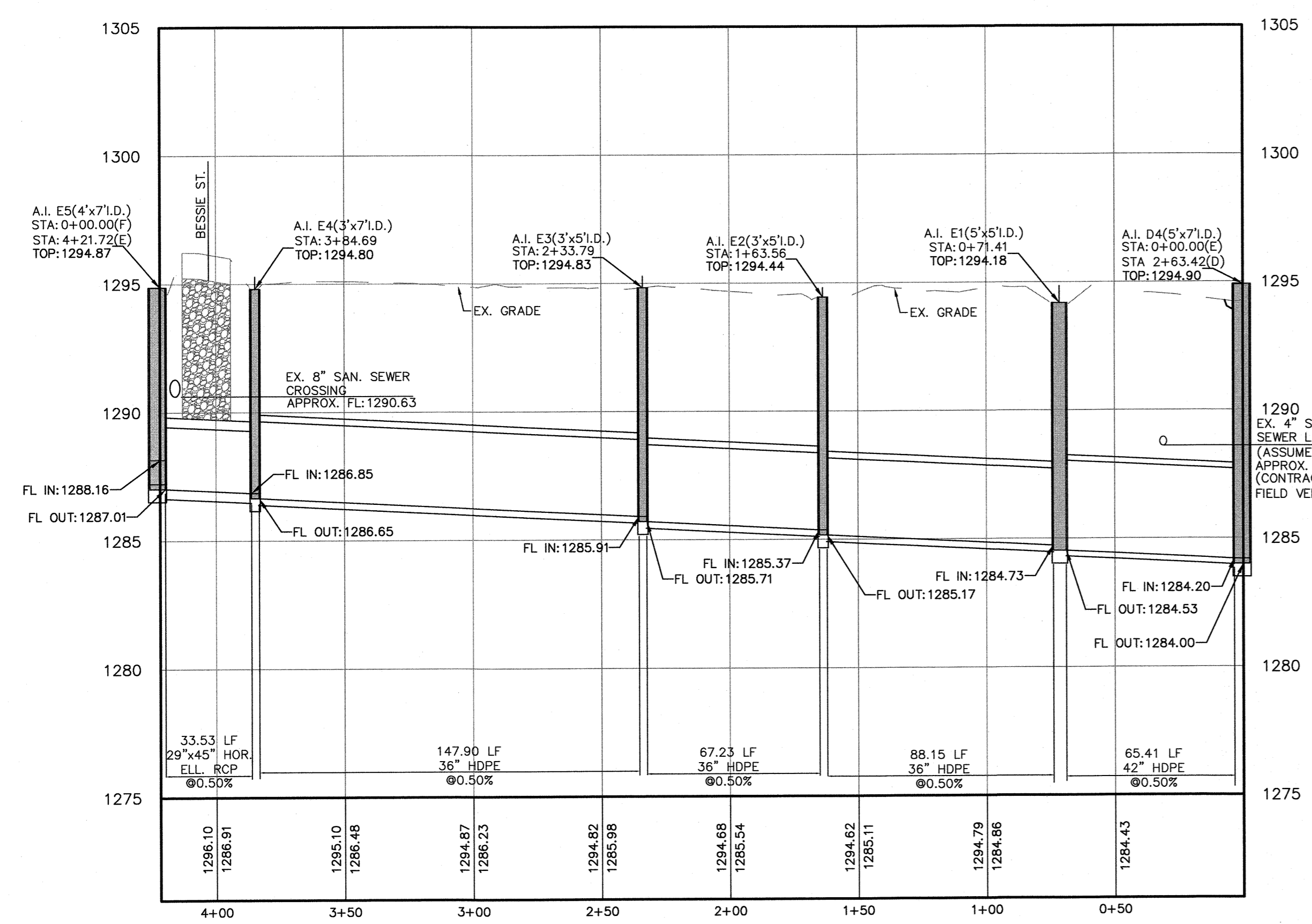
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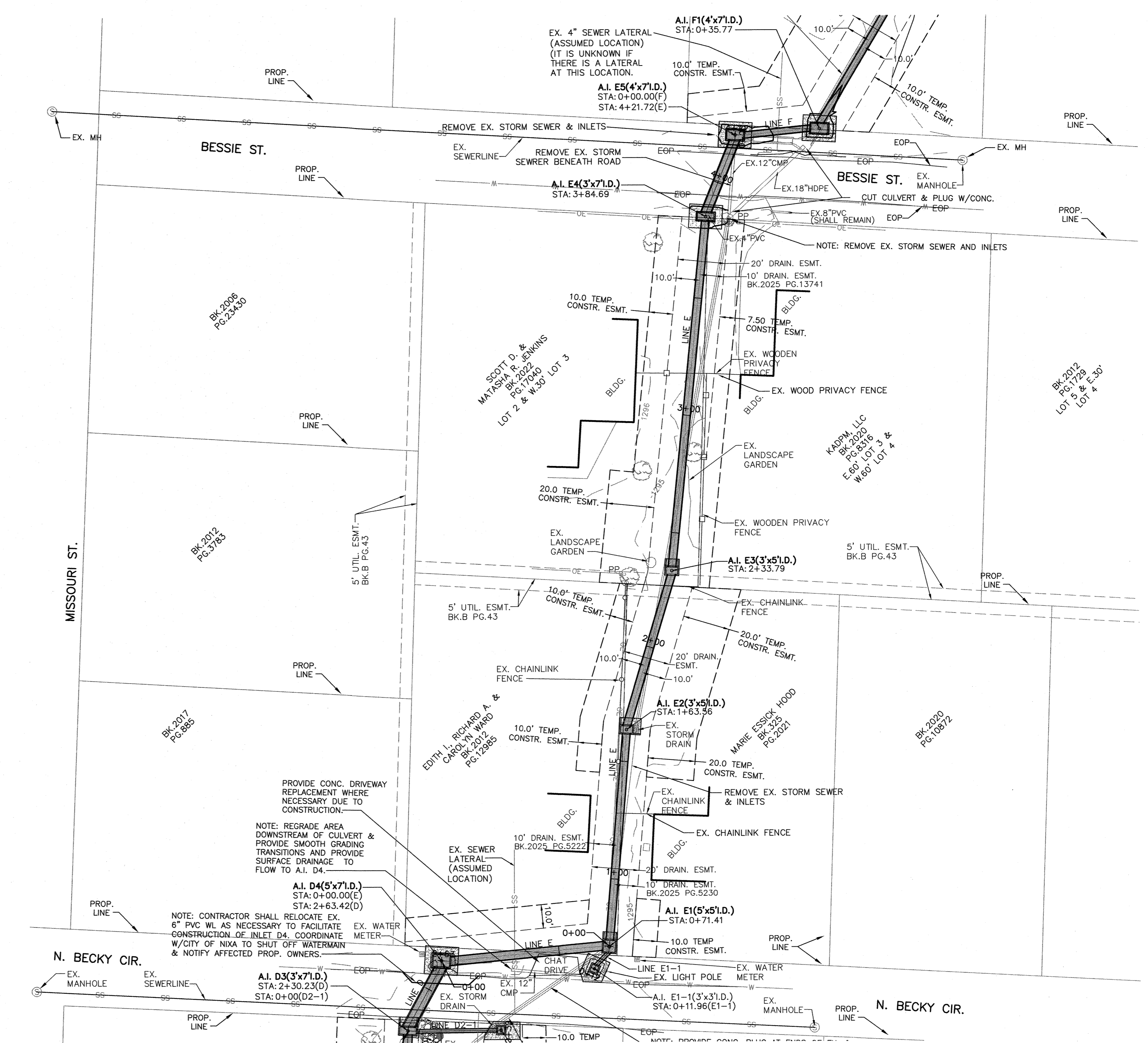
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4 OF 10



PROFILE LINE E1-1  
SCALE: HOR. 1" = 40'  
VERT. 1" = 4'



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



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

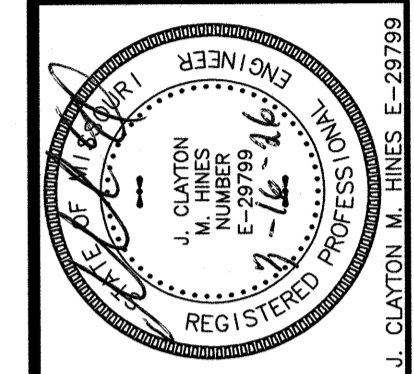




STORMWATER DRAINAGE IMPROVEMENTS  
FROM  
RICE ST. TO NORTH ST. - PHASE 3

**NIXA**  
MISSOURI

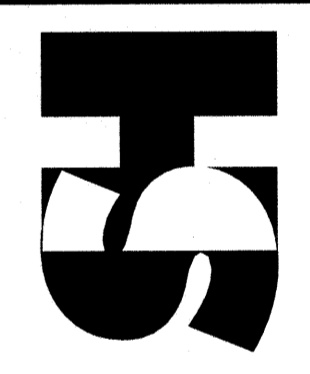
Nixa, Christian County, Missouri



SHAFFER & HINES, INC.  
REGISTERED PROFESSIONAL ENGINEERS  
LICENSE NO. 001665

**SHAFFER & HINES**  
CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS

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



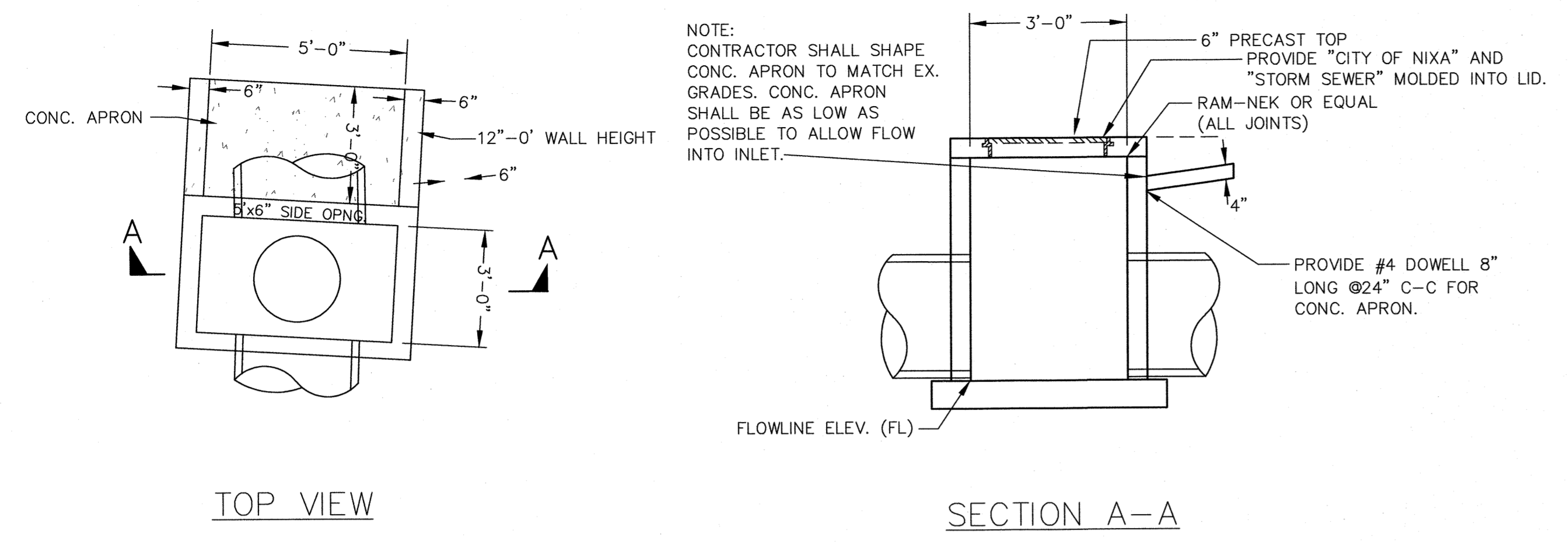
DETAILS

DESIGN BY JCMH  
DRAWN BY GSM  
CHKD BY JCMH  
DATE APRIL 2024  
SCALE AS SHOWN

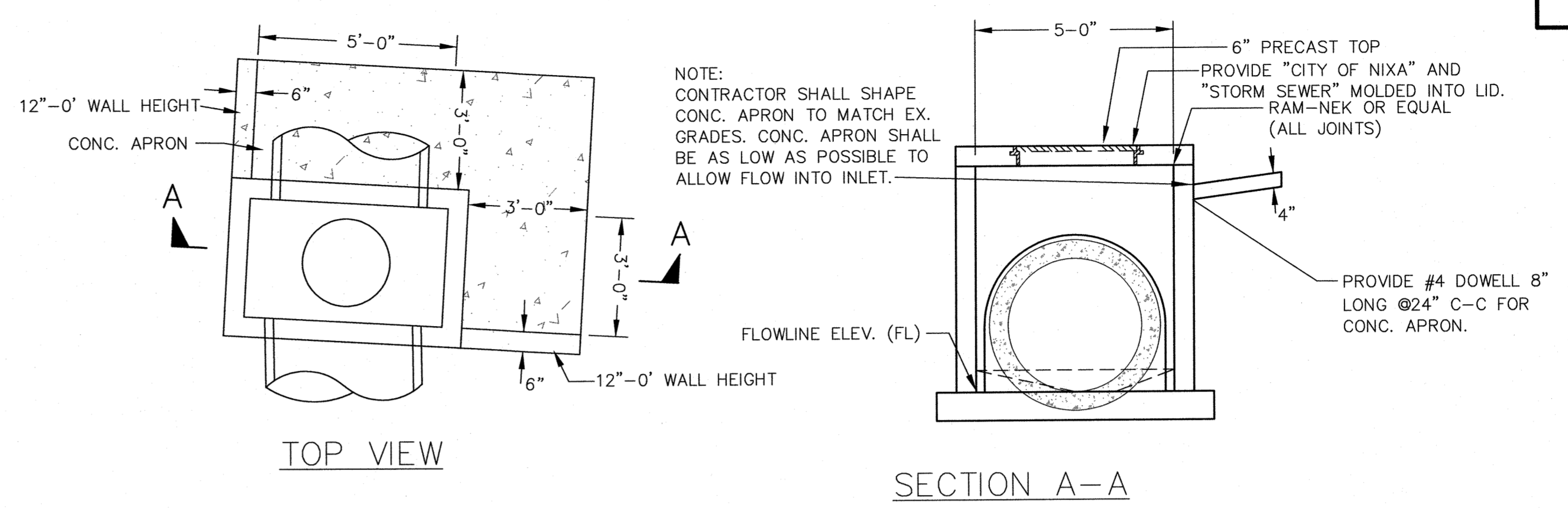
REVISIONS

JOB NO.  
242001

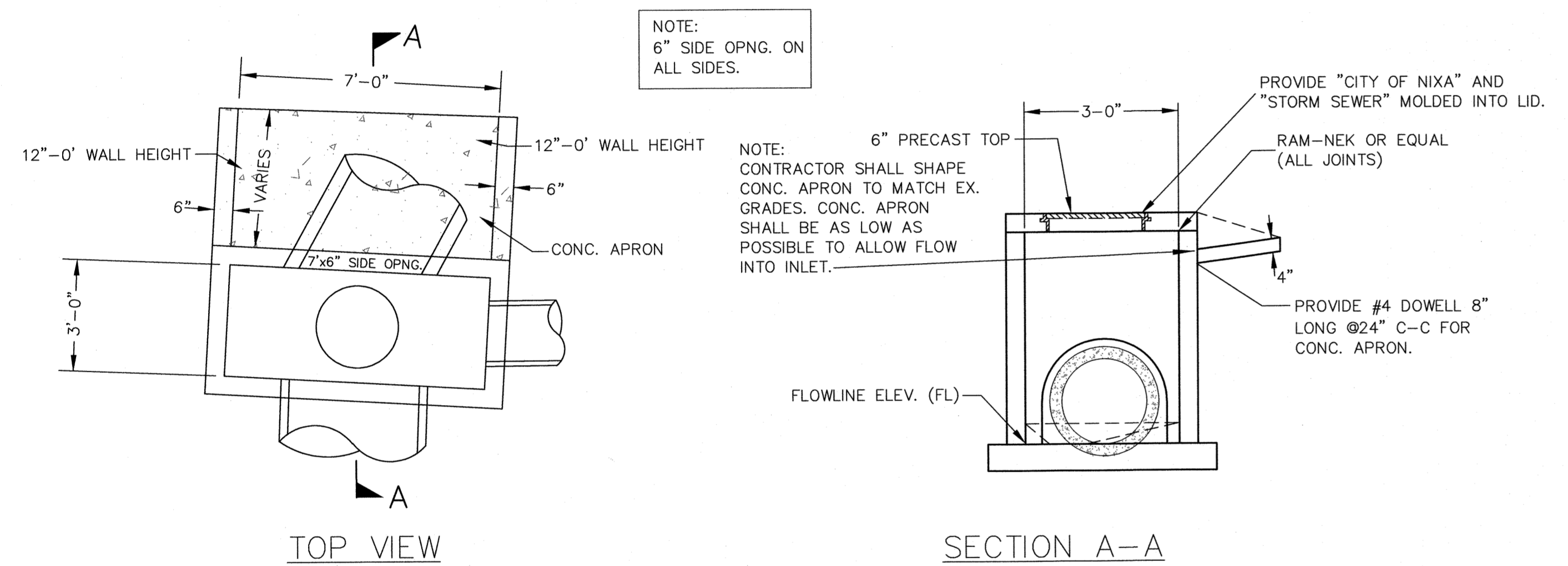
SHEET  
6 OF 10



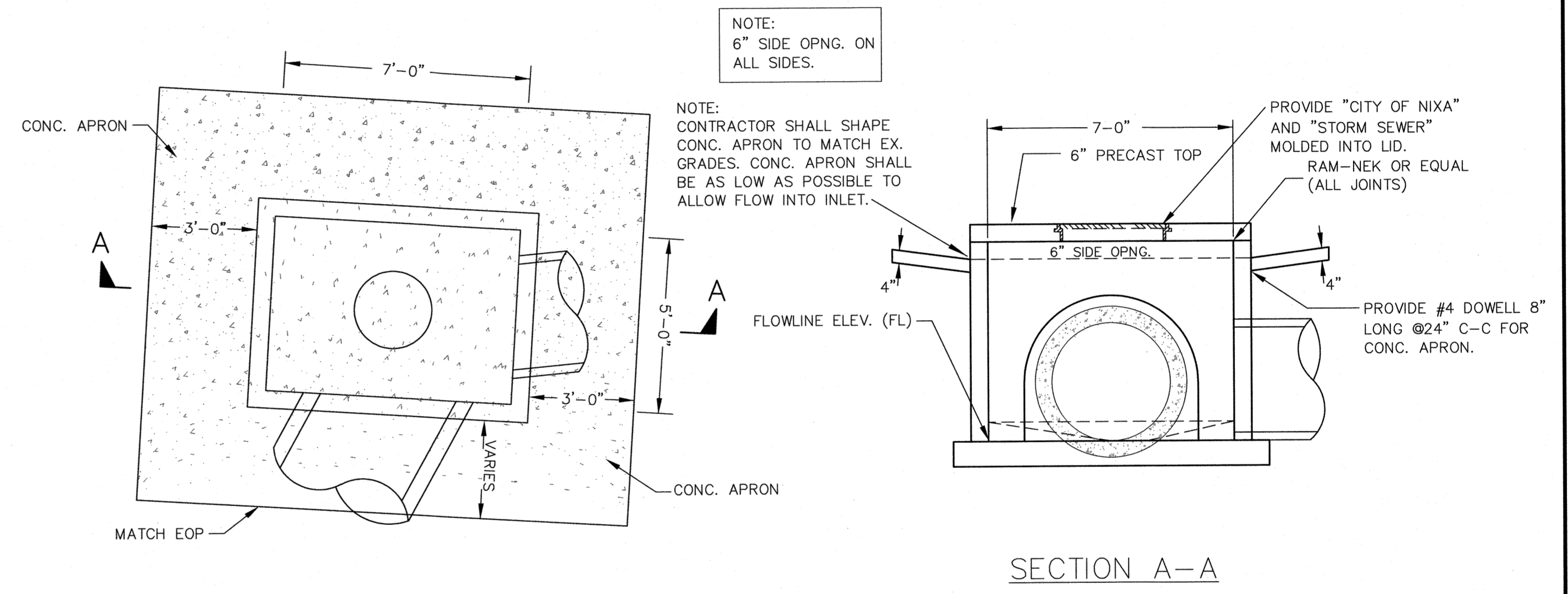
PRECAST CONC. AREA INLET D1(3'x5'I.D.)  
NOT TO SCALE



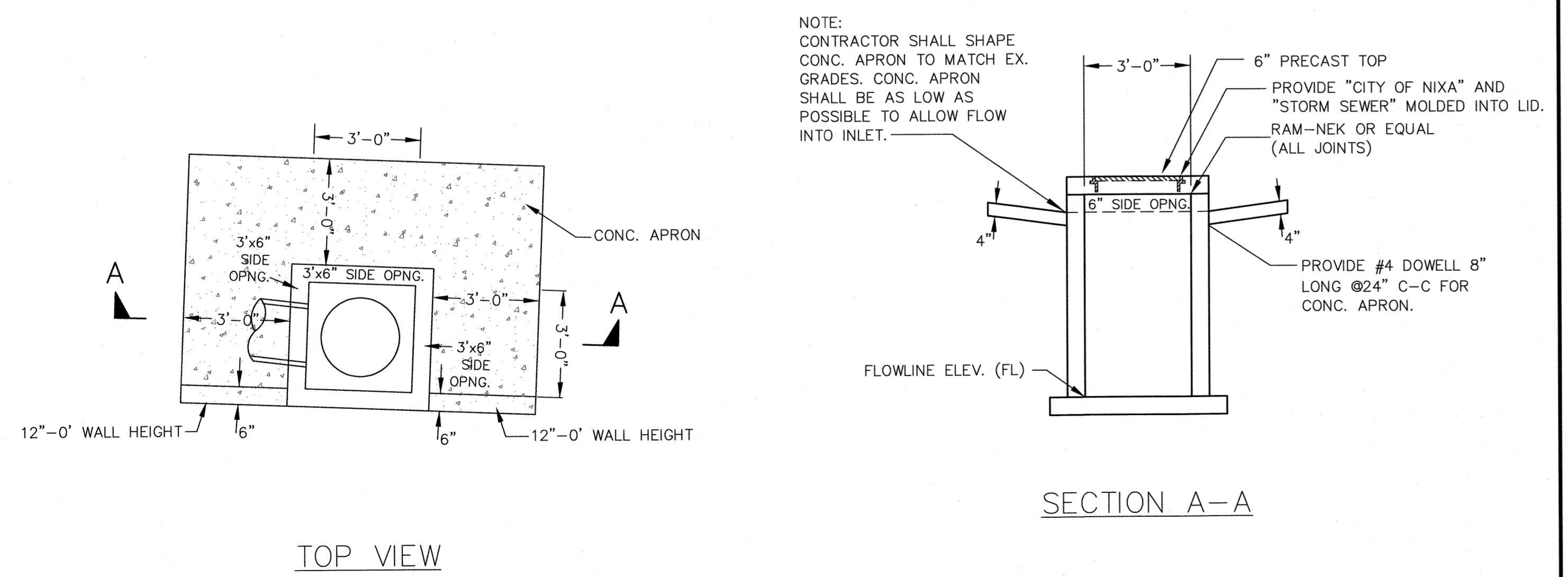
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NOT TO SCALE



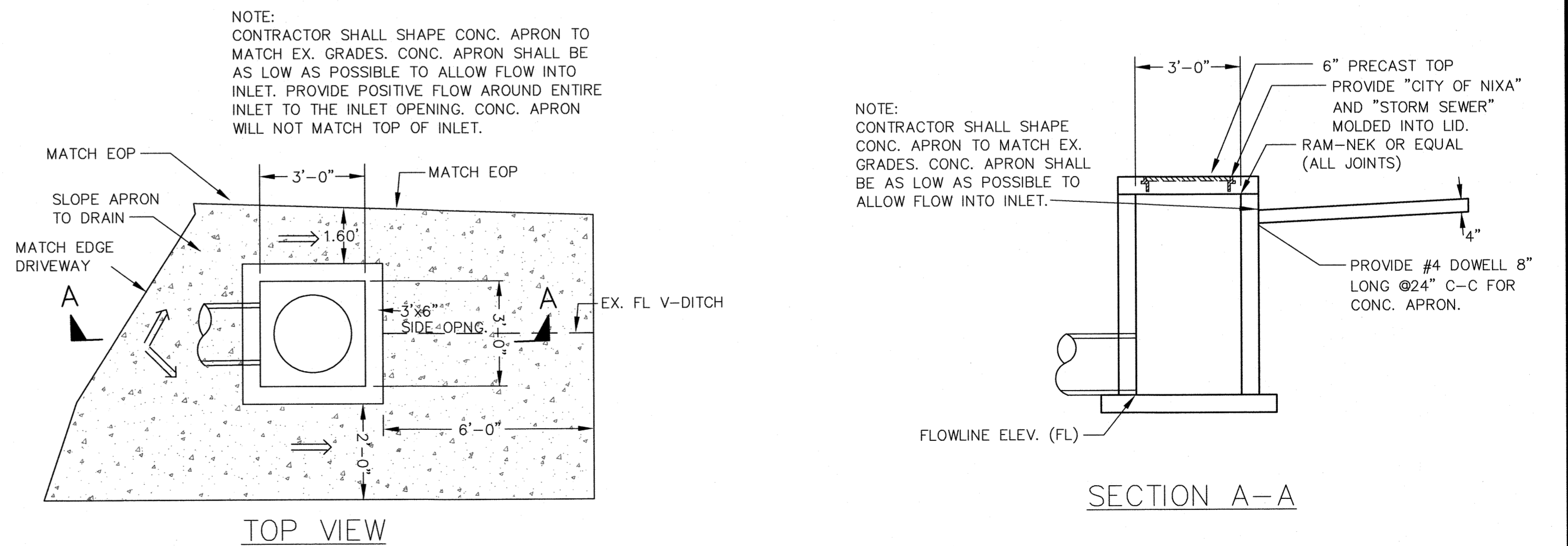
PRECAST CONC. AREA INLET D3(3'x7'I.D.)  
NOT TO SCALE



PRECAST CONC. AREA INLET D4(5'x7'I.D.)  
NOT TO SCALE



AREA INLET D1-1(3'x3'I.D.)  
NOT TO SCALE



AREA INLET D2-1(3'x3'I.D.)  
NOT TO SCALE



STORMWATER DRAINAGE IMPROVEMENTS  
FROM  
RICE ST. TO NORTH ST. - PHASE 3

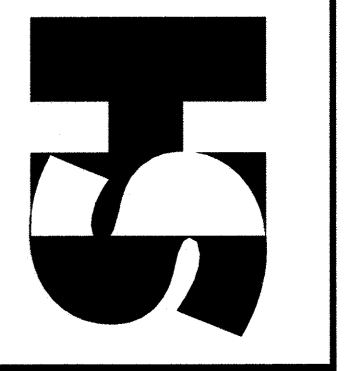


Nixa, Christian County, Missouri



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CERTIFICATE OF AUTHORITY  
LICENSE NO. 001665

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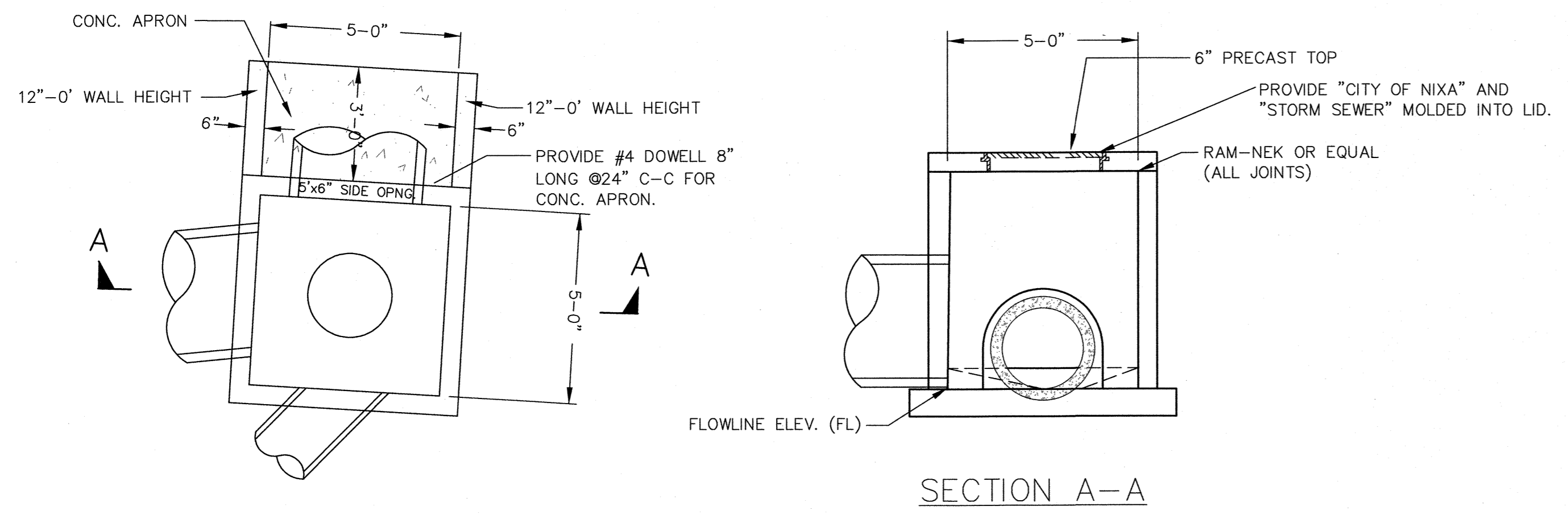
DETAILS

DESIGN BY JOWH  
DRAWN BY GSM  
CHKD BY JOWH  
DATE APRIL 2024  
SCALE AS SHOWN

NO.	REVISIONS

JOB NO.  
**242001**

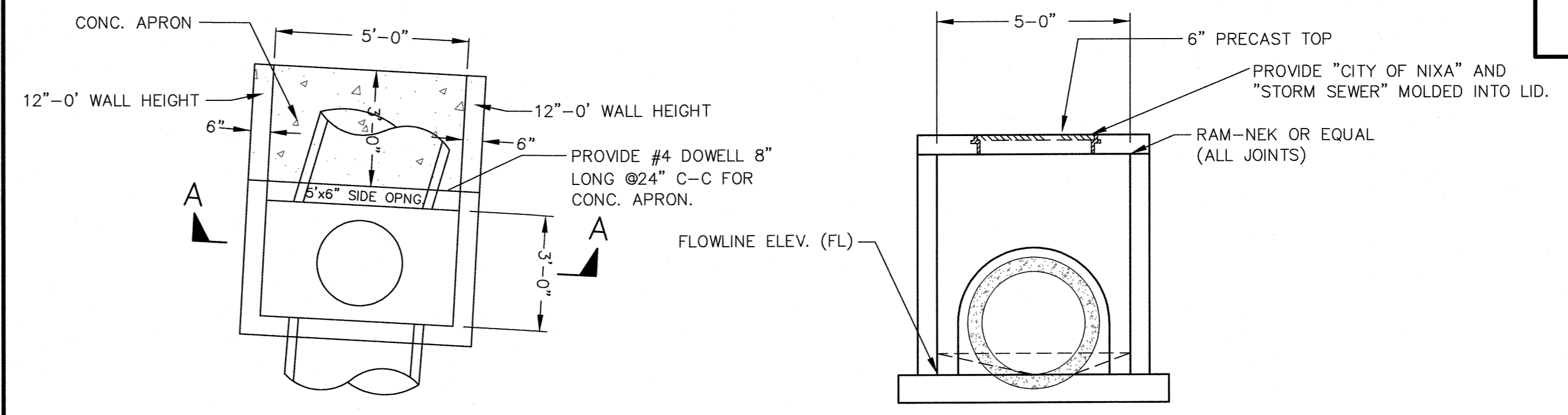
SHEET  
**7 OF 10**



TOP VIEW

SECTION A-A

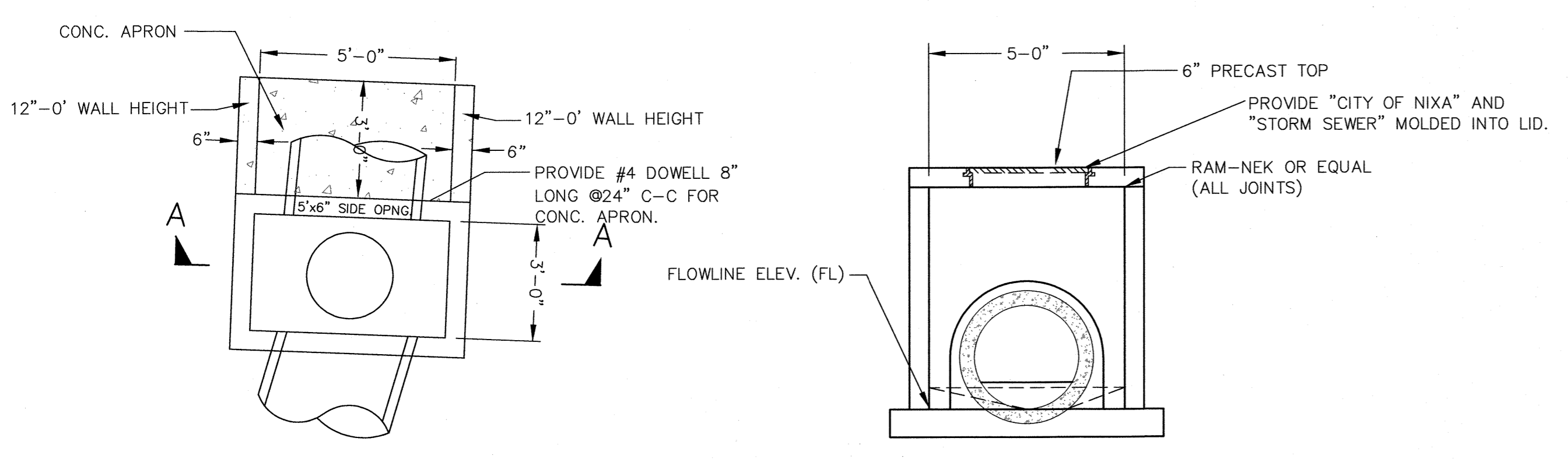
PRECAST CONC. AREA INLET E1(5'x5'I.D.)  
NOT TO SCALE



TOP VIEW

SECTION A-A

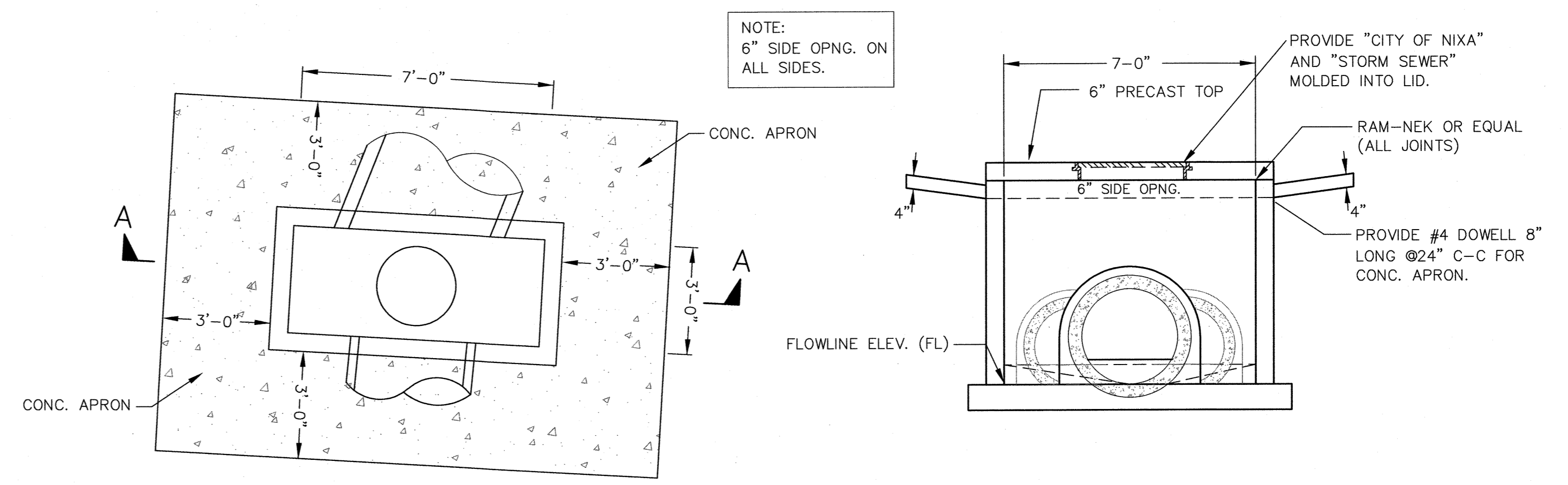
PRECAST CONC. AREA INLET E2(3'x5'I.D.)  
NOT TO SCALE



TOP VIEW

SECTION A-A

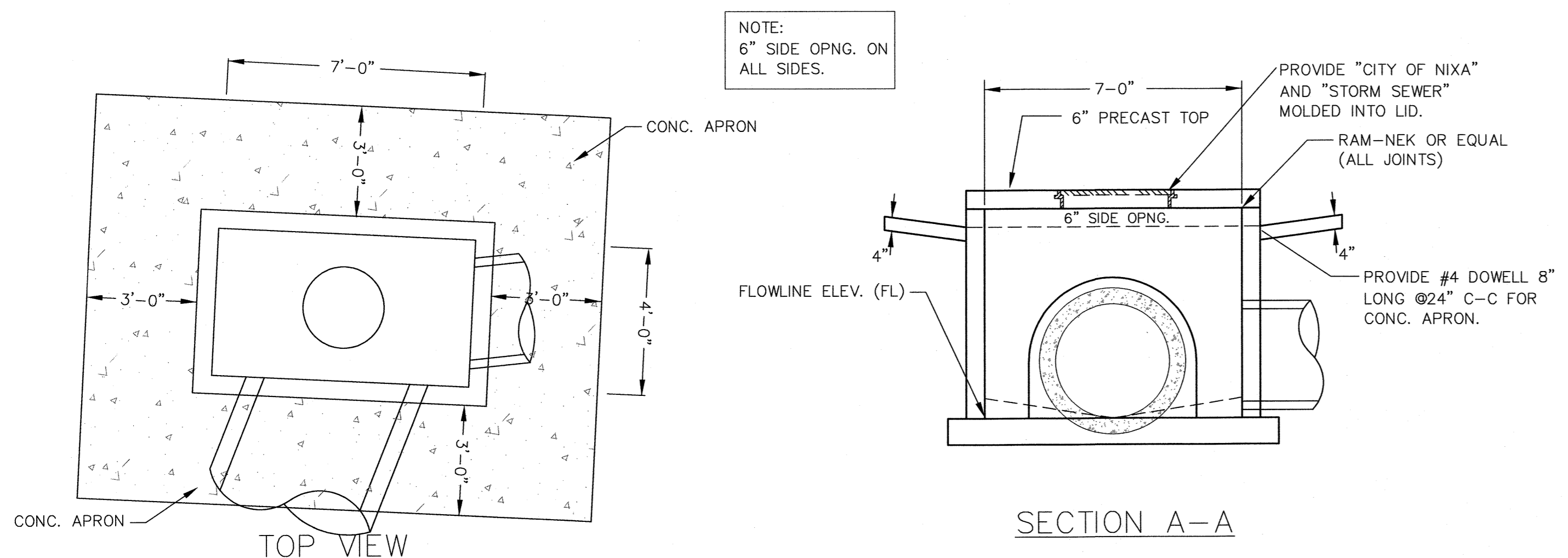
PRECAST CONC. AREA INLET E3(3'x5'I.D.)  
NOT TO SCALE



TOP VIEW

SECTION A-A

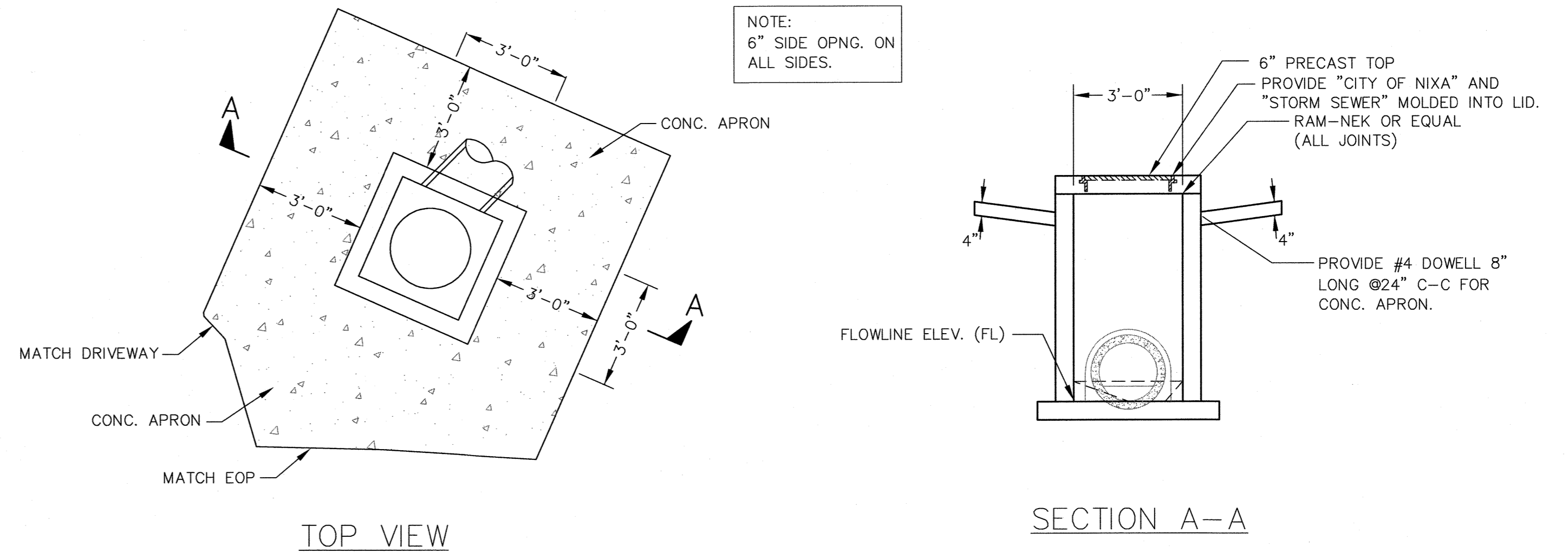
PRECAST CONC. AREA INLET E4(3'x7'I.D.)  
NOT TO SCALE



TOP VIEW

SECTION A-A

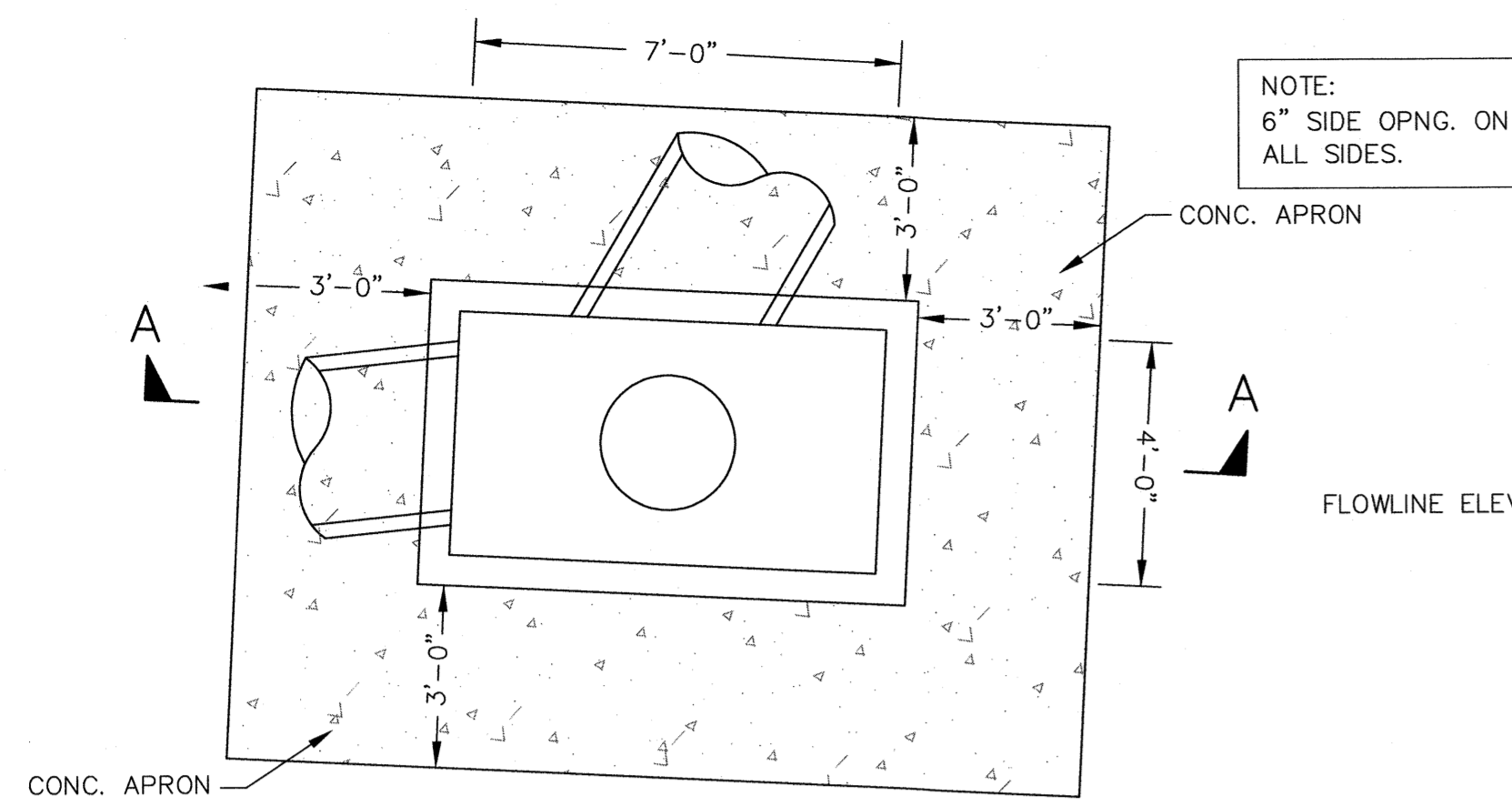
PRECAST CONC. AREA INLET E5(4'x7'I.D.)  
NOT TO SCALE



TOP VIEW

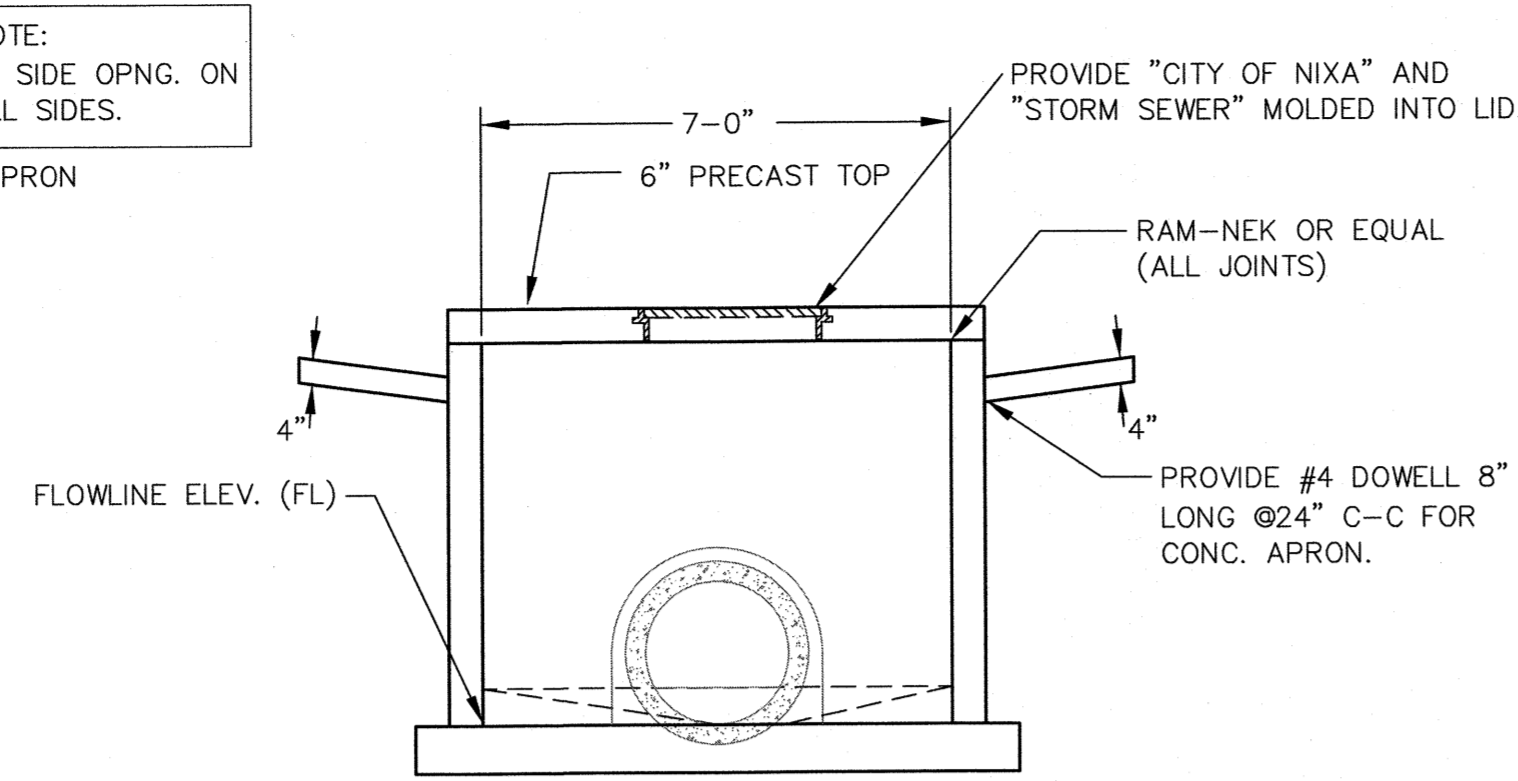
SECTION A-A

PRECAST CONC. AREA INLET E1-1(3'x3'I.D.)  
NOT TO SCALE

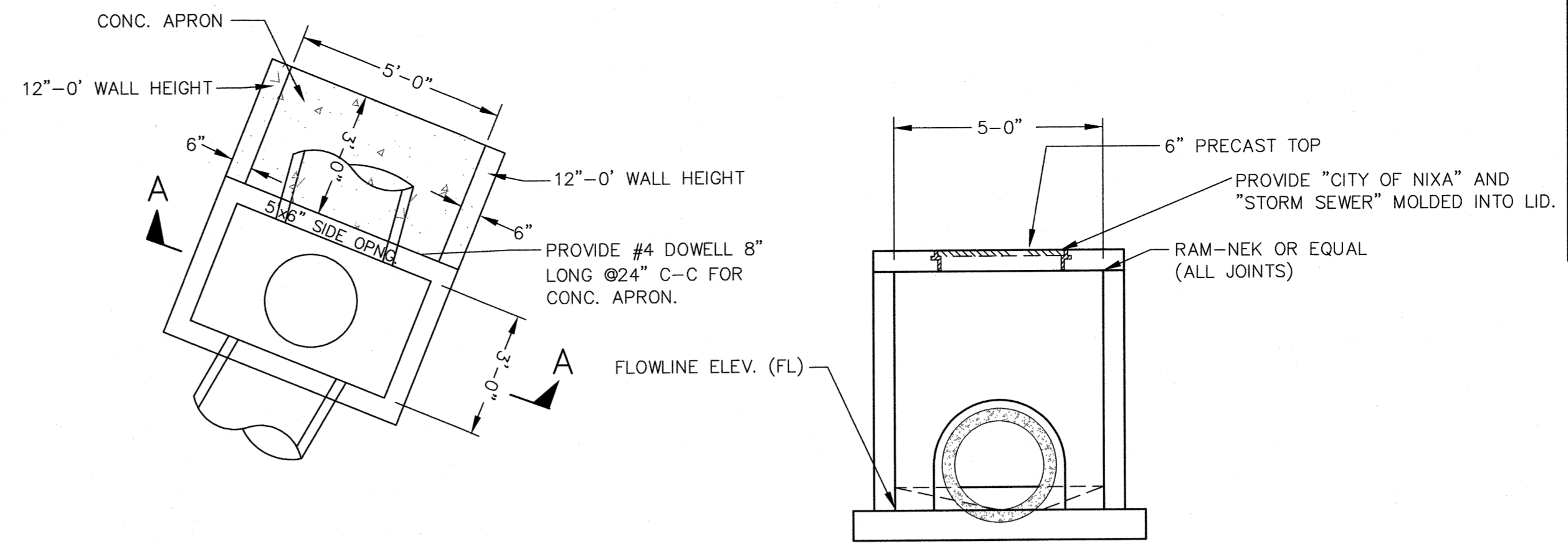


TOP VIEW

PRECAST CONC. AREA INLET F1(4'x7'I.D.)  
NOT TO SCALE



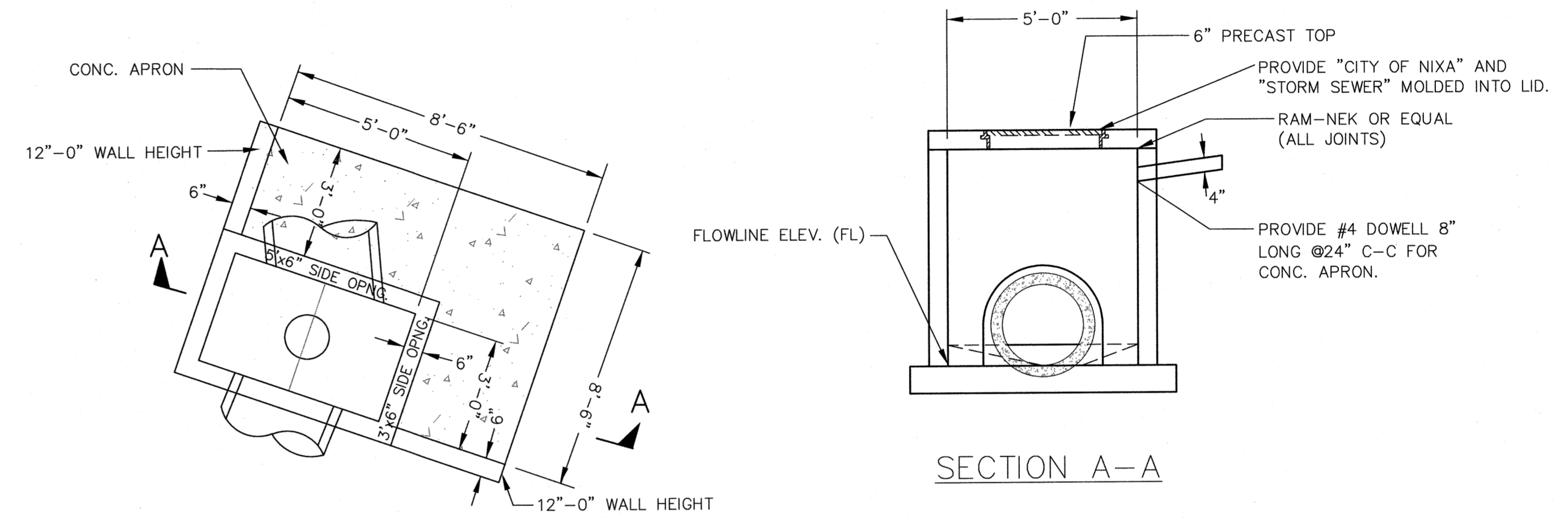
SECTION A-A



TOP VIEW

SECTION A-A

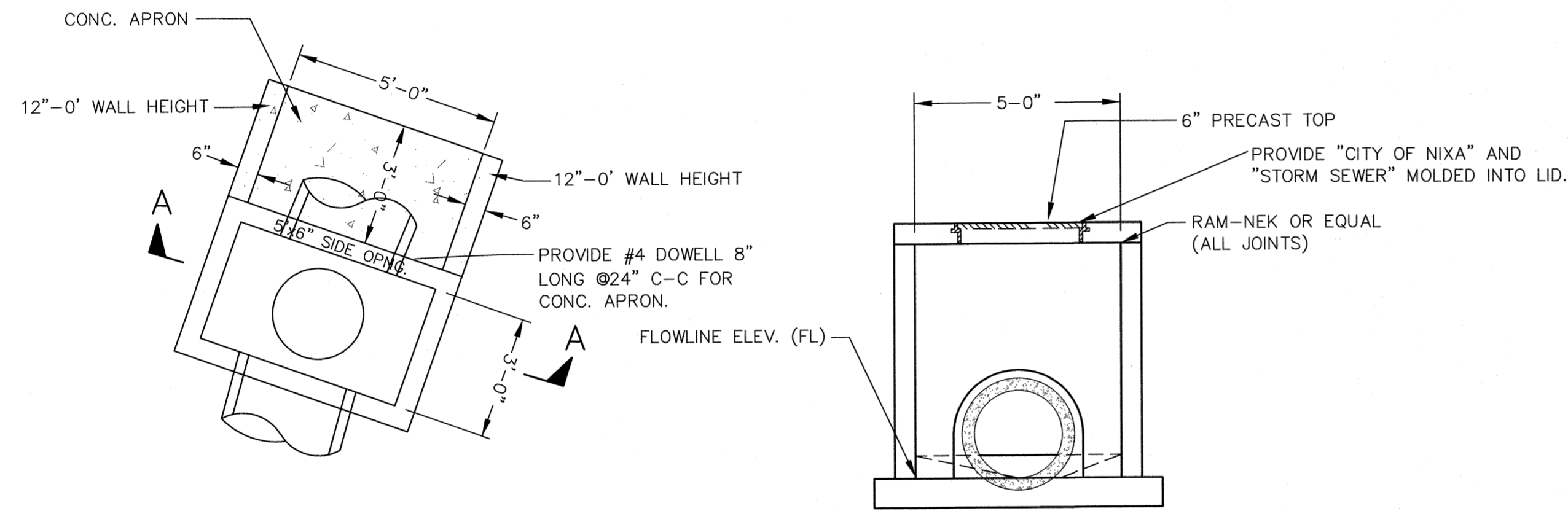
PRECAST CONC. AREA INLET F2(3'x5'I.D.)  
NOT TO SCALE



TOP VIEW

SECTION A-A

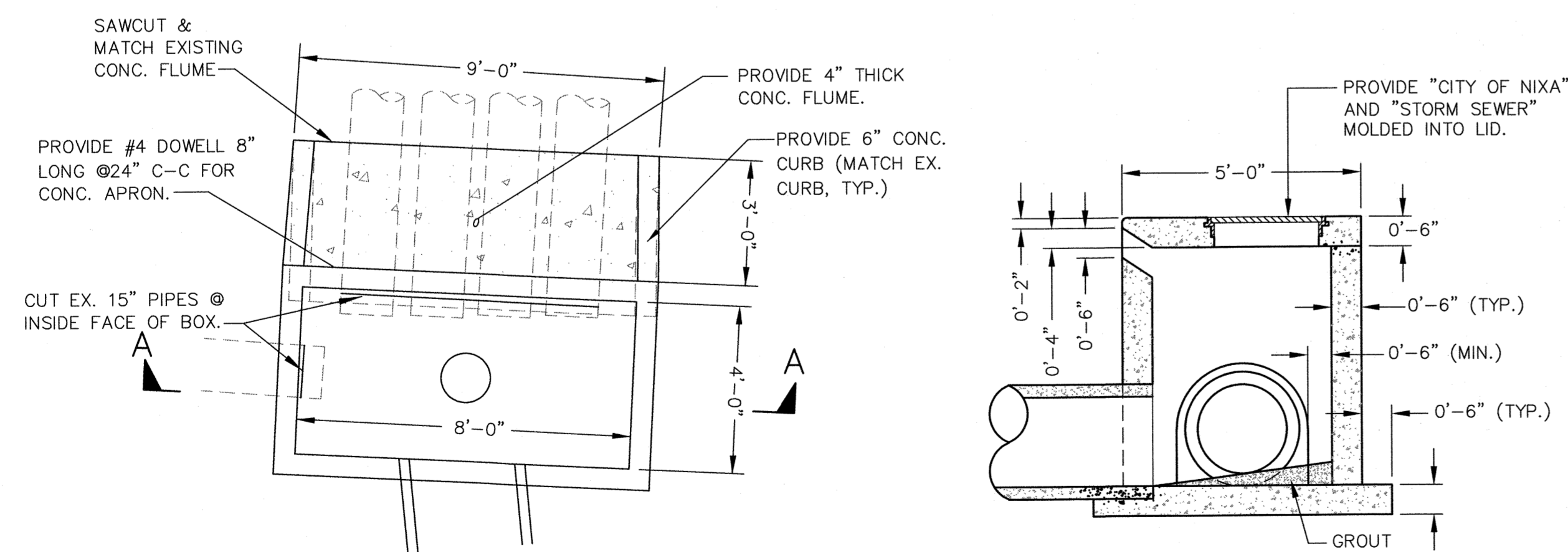
PRECAST CONC. AREA INLET F4(3'x5'I.D.)  
NOT TO SCALE



TOP VIEW

SECTION A-A

PRECAST CONC. AREA INLET F3(3'x5'I.D.)  
NOT TO SCALE



TOP VIEW

SECTION A-A

PRECAST CONC. CURB INLET F5(4'x8'I.D.)  
NOT TO SCALE

PIPE DIAM.		MIN. TRENCH WIDTH	
4" (100mm)	21" (533mm)	6" (150mm)	23" (584mm)
8" (200mm)	26" (660mm)	10" (250mm)	28" (711mm)
12" (300mm)	30" (762mm)	15" (375mm)	34" (864mm)
18" (450mm)	39" (991mm)	24" (600mm)	48" (1219mm)
30" (750mm)	56" (1422mm)	36" (900mm)	64" (1626mm)
42" (1050mm)	72" (1829mm)	48" (1200mm)	80" (2032mm)
60" (1500mm)	96" (2438mm)		

PIPE DIAM.	MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS**		
	H-25 (300mm - 1200mm)	HEAVY CONSTRUCTION (75T AXLE LOAD)*	48"
12" - 48"	12"	48"	
60"	60"	60"	
150mm	810mm	1524mm	

PIPE DIAM.	MAXIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS				
	CLASS I COMPACTED	CLASS II DUMPED	95%	90%	CLASS III 95%
4"	34	16	23	16	17
6"	40	19	27	19	20
8"	48	23	33	23	24
10"	56	27	40	27	28
12"	64	31	48	31	32
15"	80	39	60	39	40
18"	96	47	72	47	48
24"	128	63	96	63	64
30"	160	80	120	80	81
36"	192	96	144	96	97
42"	224	112	168	112	113
48"	256	128	192	128	129
60"	320	160	240	160	161

NOTES:

- ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST EDITION.
- MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.
- FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER, AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
- BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II OR III. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER, UNLESS OTHERWISE NOTED BY THE ENGINEER. MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm); 6" (150mm) FOR 30"-60" (750mm-1500mm).
- INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING TO THE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.
- MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. FOR TRAFFIC APPLICATIONS WITH LESS THAN FOUR FEET OF COVER, EMBEDMENT OF THE PIPE SHALL BE USING ONLY A CLASS I OR CLASS II BACKFILL.

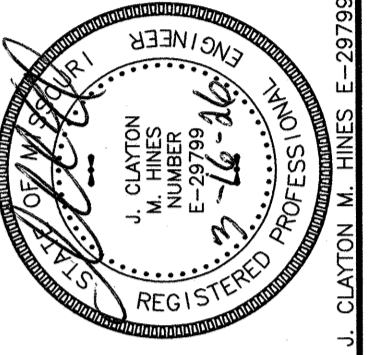
REV	DESCRIPTION	BY	DATE	CHK'D
5	INITIAL BACKFILL	JAB	04/02/20	
REV	DESCRIPTION	BY	MM/DD/YY	CHK'D

TRENCH INSTALLATION DETAIL (ASTM F2846)		4840 TRUJAMAN BLVD HILLARIO, OHIO 43026	
DRAWING NUMBER	STD-101A	DATE	01/15/13
		SCALE	NTS
		SHEET	1 OF 1

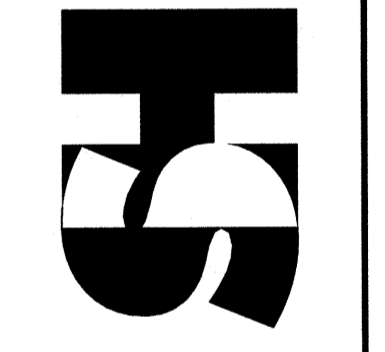


STORMWATER DRAINAGE IMPROVEMENTS  
FROM RICE ST. TO NORTH ST. - PHASE 3  
**NIXA** MISSOURI  
Nixa, Christian County, Missouri



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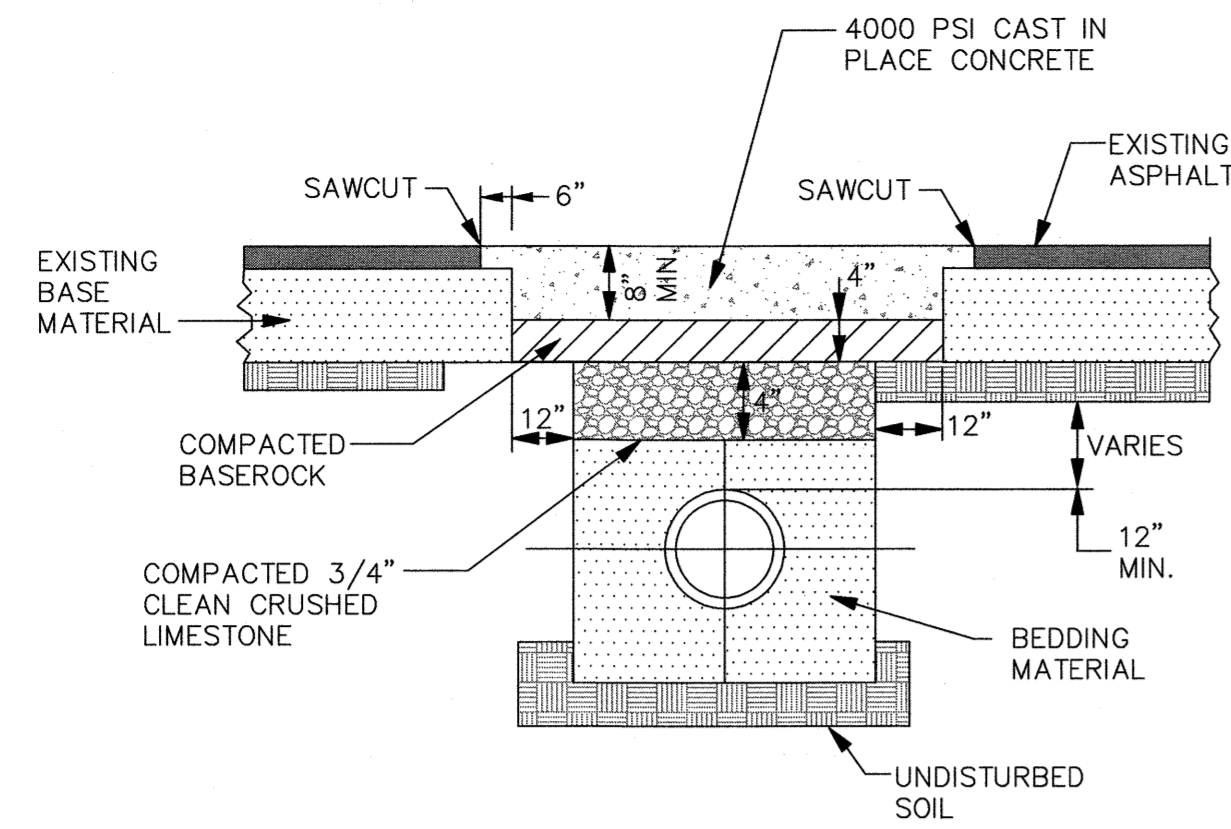
**DETAILS**

DESIGN BY JCMH  
DRAWN BY GSM  
CHK'D BY JCMH  
DATE APRIL 2024  
SCALE AS SHOWN

REVISIONS

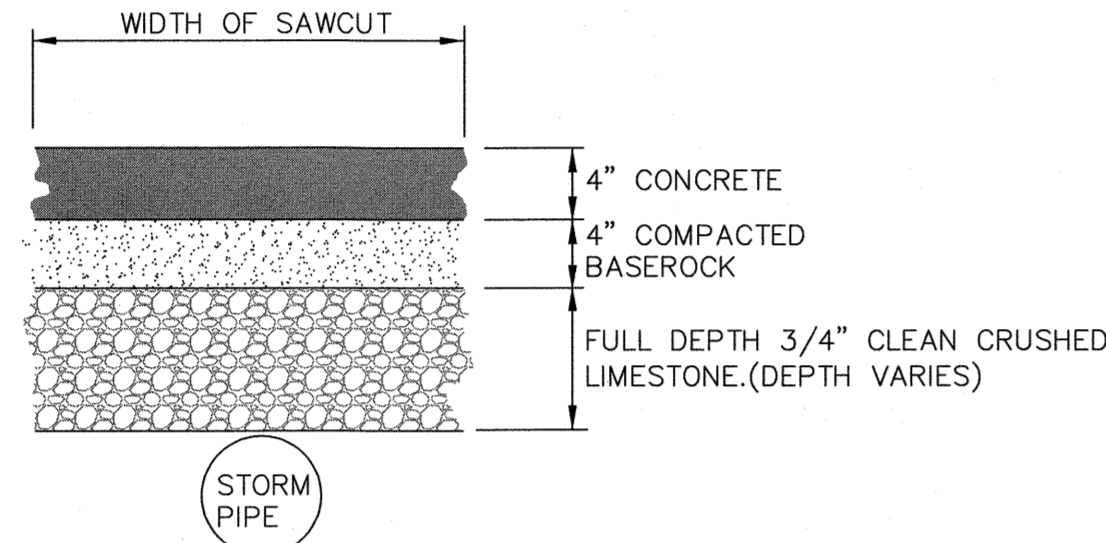
JOB NO. 242001

SHEET 8 OF 10



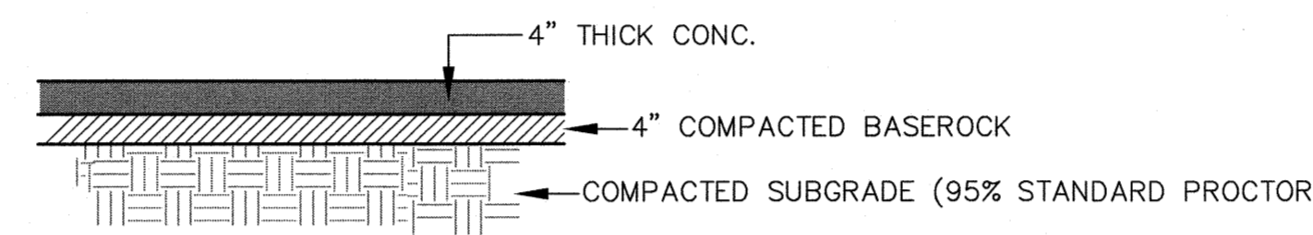
**CONCRETE STREET REPAIR**

NOT TO SCALE



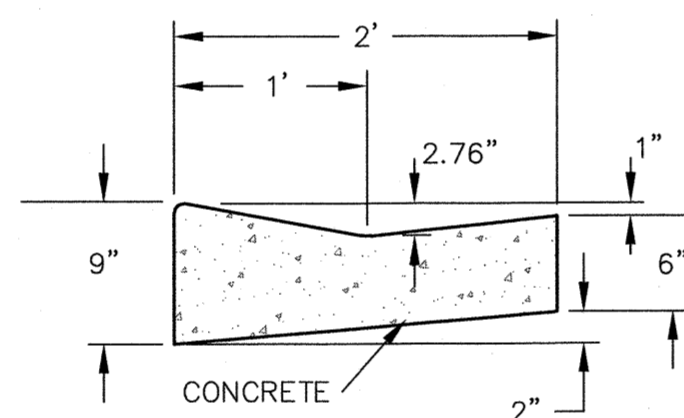
**CONCRETE DRIVEWAY REPAIR**

NOT TO SCALE



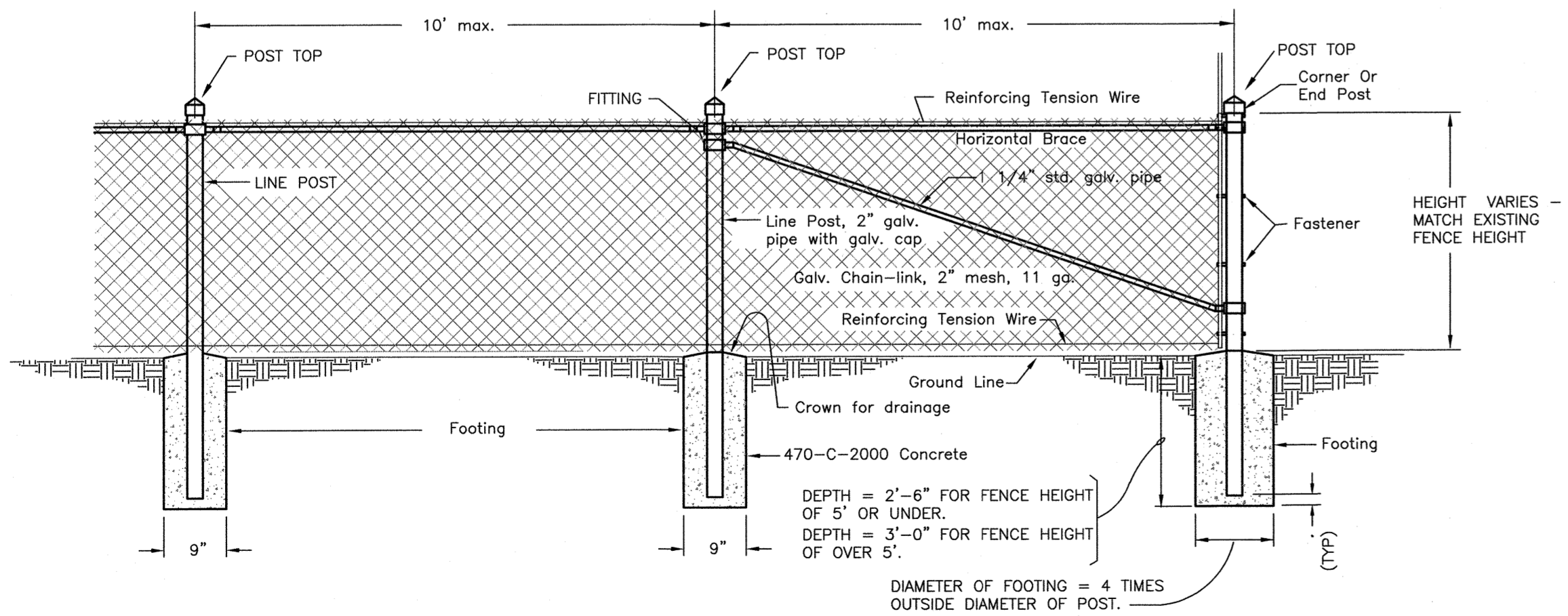
**CONCRETE DRIVEWAY DETAIL**

NOT TO SCALE



**LAZYBACK CONCRETE CURB AND GUTTER SEC.**

NO SCALE



**CHAINLINK FENCE DETAIL**

NOT TO SCALE

**616.8.8 (TA-8) Highway Closure - MT** www.invarion.com

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

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

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

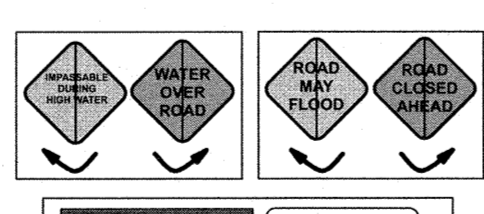
(3) If used, the ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY or ROAD CLOSED TO THRU TRAFFIC sign should be located at the first state route or, upon the discretion of the supervisor, any other intersection in advance of the closure. Additional barricades may be used and offset to facilitate access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

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

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

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

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



For planned activities, Community Relations should be notified.

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

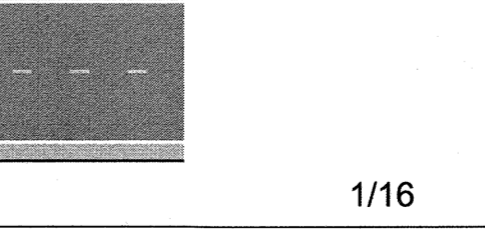
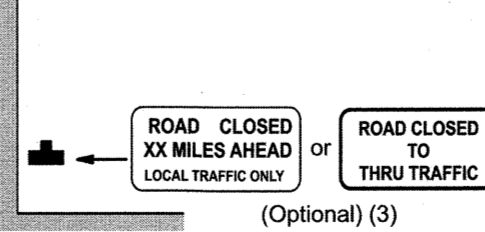
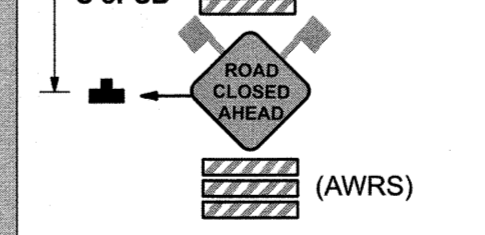
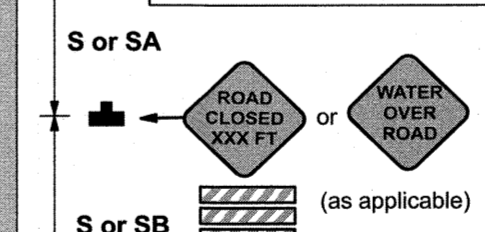
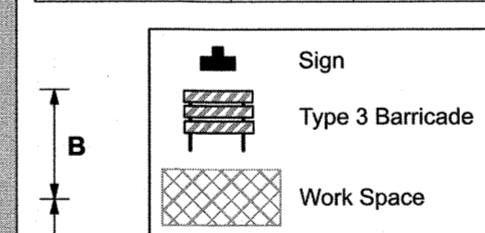
Supplemental warning methods may be used to call attention to the work zone.

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

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

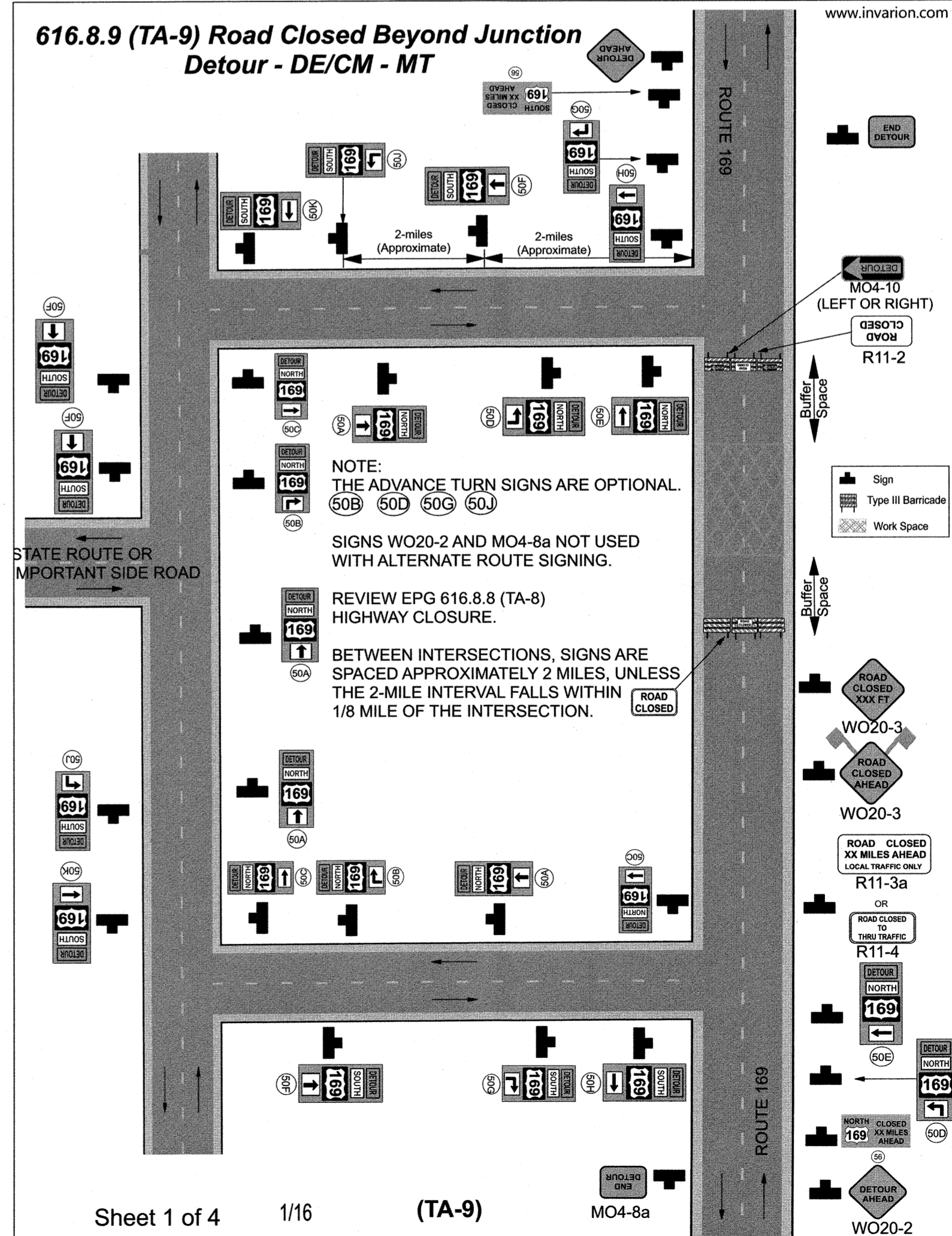
For detour signing, review EPG 616.8.9 Road Closed Beyond Junction Detour.

TYPE OF ROADWAY	SIGN HEIGHT	MAXIMUM WORK ZONE LENGTH (L)
URBAN	1' Portable 7 Post	1 MI.
RURAL UNDIVIDED	1' Portable 5 Post	3 MI.



TA - 8

1/16

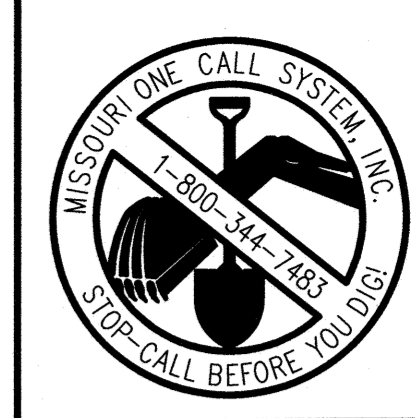


Sheet 1 of 4

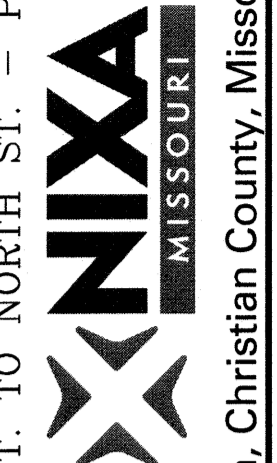
1/16

(TA-9)

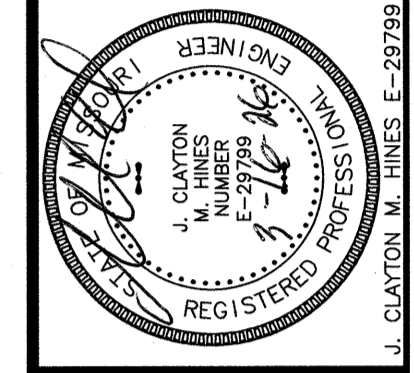
MO4-8a



STORMWATER DRAINAGE IMPROVEMENTS  
FROM  
RICE ST. TO NORTH ST. - PHASE 3

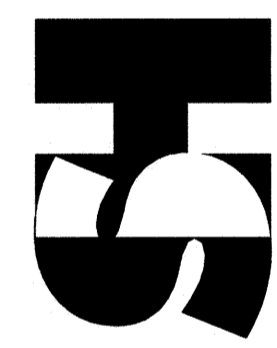


Nixa, Christian County, Missouri



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DETAILS

DESIGN BY JCHW1  
DRAWN BY GSM  
CHK'D BY JCHW1  
DATE APRIL 2024  
SCALE AS SHOWN

REVISIONS

JOB NO.  
242001

SHEET  
9 OF 10

**OWNER & DEVELOPER:**  
CITY OF NIXA, MISSOURI  
715 W. MT. VERNON  
NIXA, MISSOURI 65714  
(417)725-3785

NOTE: PROJECT LIMITS ARE LESS THAN 1 AC. THEREFORE A MDNR LAND DISTURBANCE PERMIT WAS NOT OBTAINED. IF CONTRACTOR DISTURBS MORE THAN 1 AC. CONTRACTOR SHALL OBTAIN MDNR LAND DISTURBANCE PERMIT.

**TOTAL DISTURBED AREA:**  
±0.95 ACRES

**FACILITY CONTACT**  
CITY OF NIXA, MISSOURI  
(417-725-3785)

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

# SEDIMENT AND EROSION CONTROL PLAN

## SEDIMENT AND EROSION CONTROL PLAN

- CONSTRUCTION SEQUENCE:
1. INSTALL VEHICLE TRACKING PAD. (ONLY IF PRACTICAL IF STAGING AREA IS USED).
  2. INSTALL SILT SOXX AS SHOWN.
  3. INSTALL STORM SEWER.
  4. ALL EXCESS DIRT SHALL BE REMOVED FROM THE PROJECT BY CONTRACTOR.



STORMWATER DRAINAGE IMPROVEMENTS  
FROM  
RICE ST. TO NORTH ST. - PHASE 3  
**NIXA**  
MISSOURI

Nixa, Christian County, Missouri

### CITY OF NIXA STORMWATER & SITE GRADING NOTES:

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

### VEHICLE TRACKING PAD

CONSTRUCTION SPECIFICATION:  
CLEAR THE ENTRANCE AND EXIT AREA OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL AND PROPERLY GRADE IT.

PLACE THE GRAVEL TO THE SPECIFIC GRADE AND DIMENSIONS SHOWN ON THE PLANS. FILTER FABRIC MAY BE APPLIED TO ROADBED FOR ADDITIONAL STABILITY IN ACCORDANCE WITH FABRIC MANUFACTURING SPECIFICATIONS.

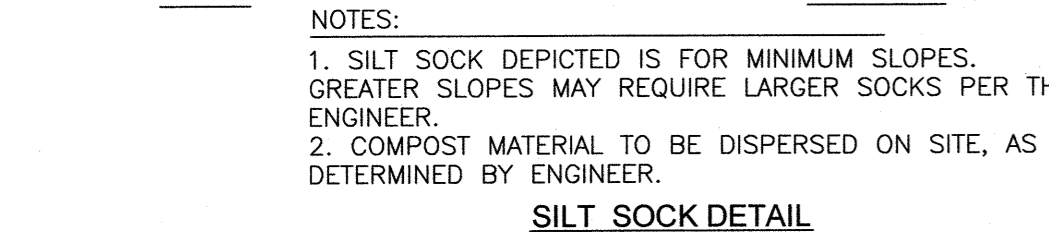
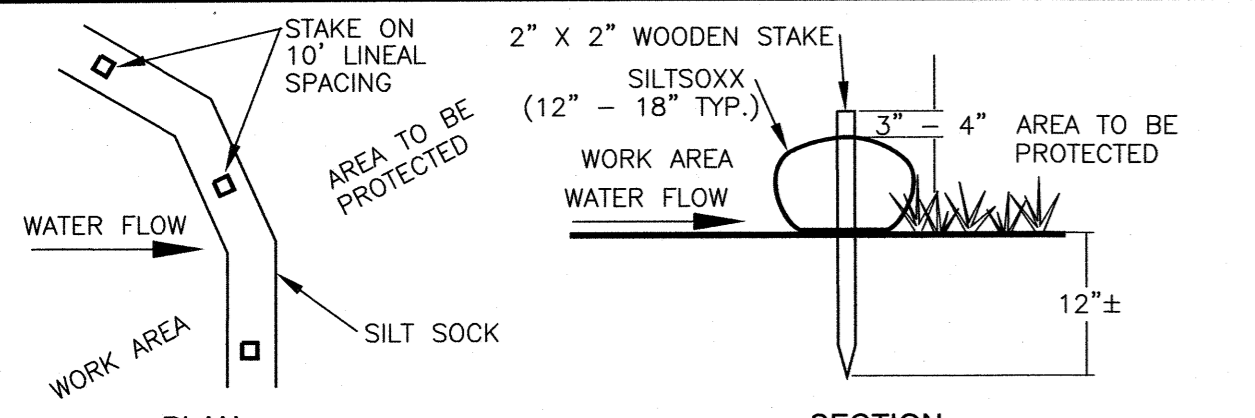
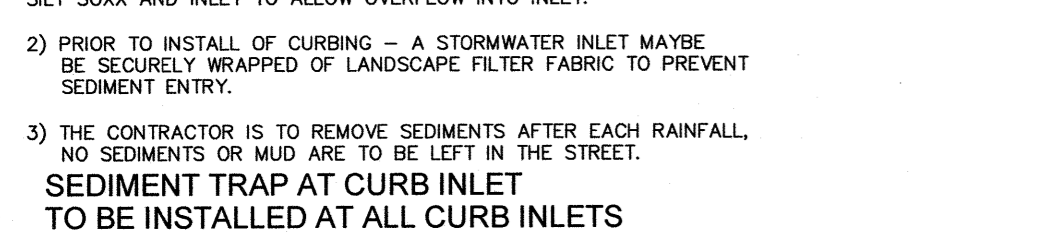
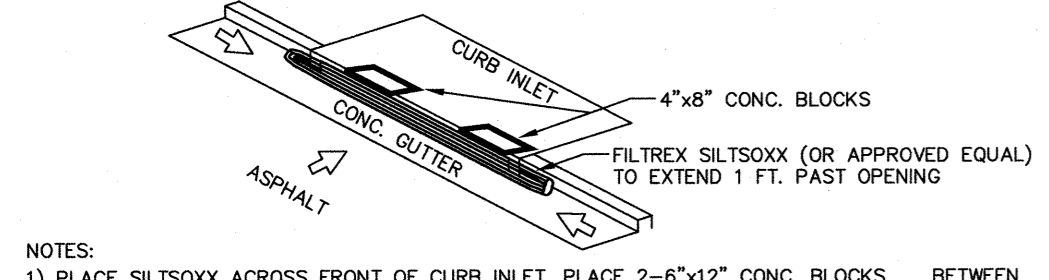
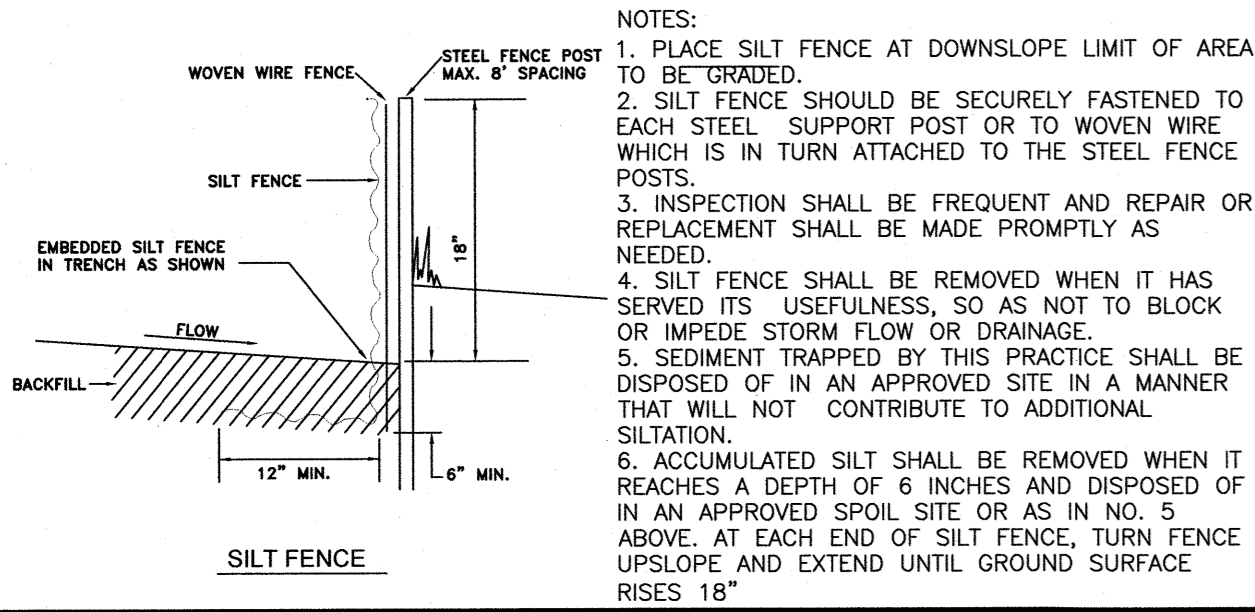
PROVIDE DRAINAGE TO CARRY WATER TO AN APPROVAL SEDIMENT TRAP.

MAINTENANCE:  
MAINTAIN THE GRAVEL PAD IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2-INCH STONE. AFTER EACH RAINFALL, INSPECT ANY STRUCTURE USED TO TRAP SEDIMENT AND CLEAN IT OUT AS NECESSARY. IMMEDIATELY REMOVE ALL OBJECTIONABLE MATERIALS SPILLED, WASHED, OR TRACKED ON TO PUBLIC ROADWAYS.

A	MATERIAL STORAGE AREA INCLUDES FUEL AREA FOR 5 GAL. FUEL CANS
B	PORTA-JOHN, FILTER RING
C	JOB TRAILER
D	DUMPSTER

D C B A

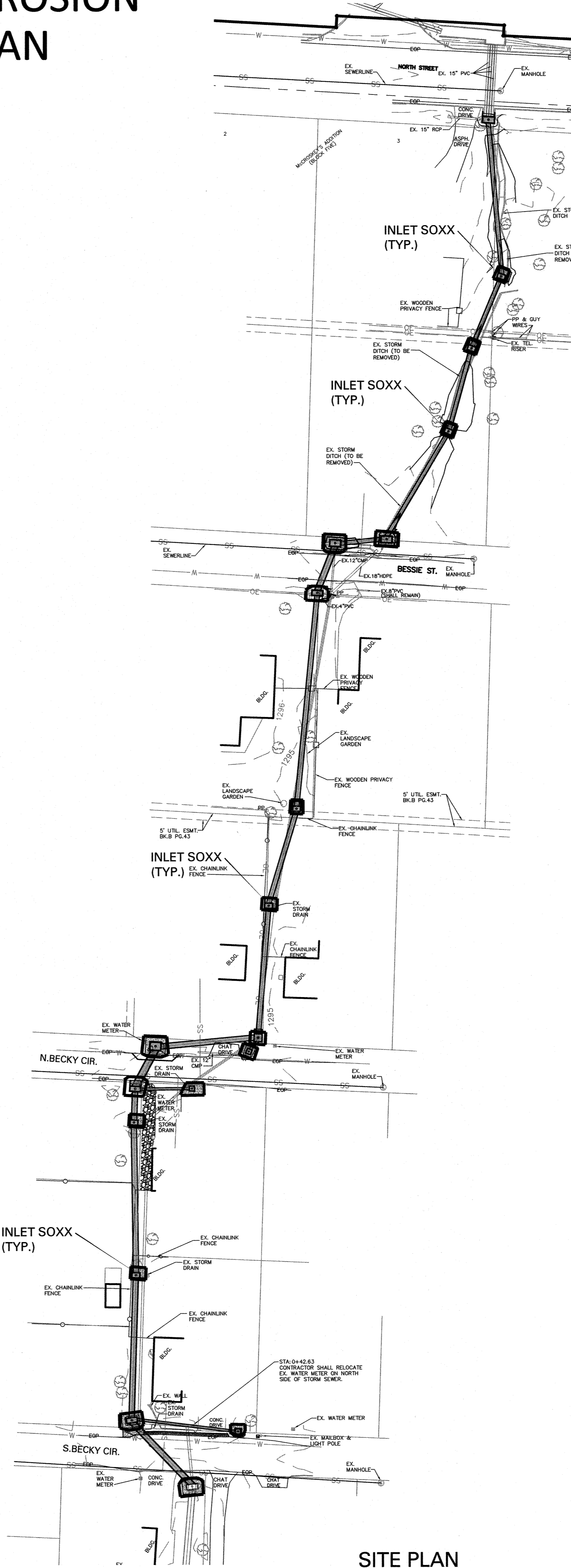
NOTE: THESE ITEMS WILL CHANGE AS THE PROJECT PROGRESSES. CONTRACTOR SHALL DELINEATE THESE LOCATIONS ON THIS PLAN.



**PERMANENT SEEDING**  
**GENERAL:** The work covered by this section consists of the furnishing of all labor, materials and equipment necessary for the complete seeding of newly graded areas and areas disturbed by the contractor during construction. Unless otherwise shown on the drawings, all disturbed pasture, grassed areas, and lawns (exclusive of woods and idle fields suitable for cultivation) shall be reseeded with normal plant seed mixtures as specified below.  
**DESCRIPTIVE SUBMITTALS:** Descriptive submittals shall be made for all seeds and fertilizers intended for use on this project.  
**MATERIALS:**  
**Fertilizer:** Fertilizer shall be a commercial carrier of available nutrients. It shall be of the Urea-Formaldehyde type, uniform in composition, dry, free-flowing, and in condition for application with suitable applying equipment.  
**APPLICATION RATE**  
Nitrogen (N) 90 lbs/acre  
Phosphorous (P) 30 lbs/acre  
Potash 90 lbs/acre  
Lime 1500 lbs/acre ENM  
\* ENM - effective neutralizing material as per State evaluation of quarried rock.  
Seed shall be furnished in standard containers and labeled in accordance with the U.S. Department of Agriculture Rules and Regulations Under the Federal Seed Act. Wet, moldy, or otherwise damaged seed will not be acceptable. The permanent seed mixture shall be as follows:

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

The seed shall be free from Johnson grass, Canadian thistle, or field bind weed seed, and shall not contain more than 2 percent of other weed seeds. A certification of these mixtures shall be furnished to the Engineer prior to seeding.  
Mulch: Materials for mulch shall consist of native hay, straw, or other approved locally available material. Mulch material which contains an excessive quantity of matured seed of noxious weeds or other species which would grow and be detrimental to overseeding or provide a menace to farm land will not be acceptable. Straw or other mulch material which is fresh or excessively brittle, or in such an advanced stage of decomposition as to smother or retard the growth of grass or the seeded cover crop will not be acceptable. Mulch rate shall be 4,500 lbs. per acre.  
GRADING & SEEDING: Unless otherwise specified, all disturbed areas shall be graded with at least 4" of topsoil. Before final raking areas to be seeded shall be fertilized with the specified mixture by spreading evenly using a mechanical spreader of the rotary type. The area shall then be raked to a smooth even surface, the soil loosened to a depth of at least 1" and seeded. The seed shall be evenly distributed over the area at a rate of 5 pounds per 1,000 square feet using a mechanical seeder. The seeded area shall be maintained as necessary until the project is completed.  
Allowable seeding dates are as follows:  
Perennial Grasses: March 1 to May 15 or August 15 to October 15  
Temporary Cover: May 15 to August 15  
Overseeding: October 15 to March 1

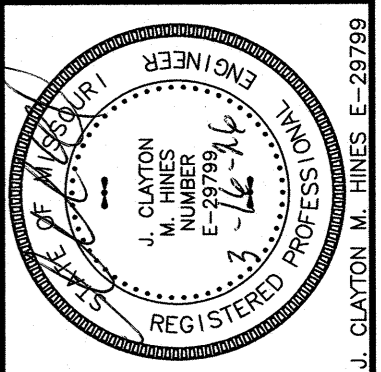


**SITE PLAN**  
SCALE: HOR. 1" = 40'

### SILT FENCE

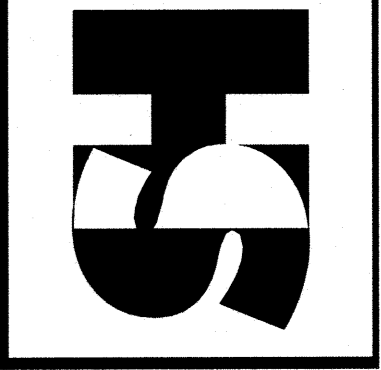
**Construction Specifications:**  
**Materials:**  
Use a synthetic fabric which contains ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F; has an equivalent opening size of a U.S. standard sieve of 70; and the tensile strength at 20 percent elongation is 30 lb/linear inches.  
Posts shall be either 4-inch diameter wood or 1.33 pounds per linear foot steel with a minimum length of five feet. Steel posts shall have projections for fastening wire to them.  
If wire fence reinforcement is used, it shall be 36 inches high, 14-gauge, and a maximum mesh spacing of 6 inches.  
**Construction of Barrier for Low Flows not Exceeding 1 cfs:**  
The height of a filter barrier shall be a minimum of 15 inches and shall not exceed 18 inches.  
The stakes shall be spaced a maximum of three feet apart at the barrier location and driven securely into the ground (minimum of eight inches).  
A trench shall be excavated approximately four inches wide and four inches deep along the line of stakes and upslope from the barrier.  
The filter material shall be stapled to the wooden stakes using at least 4-inch long staples, and eight inches of the fabric shall be extended into the trench. Filter material shall not be stapled to existing trees.  
The trench shall be backfilled and the soil compacted over the filter material.  
If a filter barrier is to be constructed across a ditch, gully or swale, the barrier shall be of sufficient length to eliminate end flow, and the plan configuration shall resemble an arc or horseshoe with the ends oriented upslope.  
Filter barriers shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.  
**Construction of Silt Fence When Only Sheet and Overland Flows are Expected**  
The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).  
The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.  
Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 18 inches) when used with the wire support fence, otherwise, post spacing shall not exceed three feet.  
When a wire mesh support is used, the fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of two inches and shall not extend more than 36 inches above the original ground surface.  
The filter fabric shall be stapled or wired to the fence, and eight inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface.  
The trench shall be backfilled and the soil compacted over the filter fabric.  
Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.  
**Maintenance:**  
Inspect sediment fences at least once a week and after each rainfall. Make any required repairs immediately.  
Should the fabric of a sediment fence collapse, tear, decompose, or become ineffective, replace it promptly.  
Remove sediment deposits as necessary after each storm to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.  
Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

**TEMPORARY SEEDING**  
**Specifications:**  
Complete grading before preparing seedbeds and install all necessary erosion control practices, such as dikes, waterways, and basins. Minimize steep slopes because they make seedbed preparation difficult and increase the erosion hazard. If soils become compacted during grading, loosen them to a depth of 6-8 inches using a ripper, harrow, or chisel plow.  
**Seedbed Preparation:**  
Good seedbed preparation is essential to successful plant establishment. A good seedbed is well pulverized, loose, and uniform. Where hydroseeding methods are used, the surface may be left with a more irregular surface of large clods and stones.  
**Liming** - Apply lime according to soil test recommendations. If the pH (acidity) of the soil is not known, an application of ground agricultural limestone at the rate of two tons/acre is usually sufficient. Apply limestone uniformly and incorporate into the top 4-6 inches of soil. Soils with a pH of six or higher need not be limed.  
**Fertilizer** - Base application rates on soil tests. When these are not possible, apply a 10-10-10 grade fertilizer at 700-1,000 lb/acre. Both fertilizer and lime should be incorporated into the top 4-6 inches of soil.  
**Surface roughening** - If recent tillage operations have resulted in a loose surface, additional roughening may not be required except to break up large clods. If rainfall causes the surface to become sealed or crusted, loosen it just prior to seeding by disking, raking, harrowing, or other suitable methods. Groove or furrow slopes steeper than 3:1 on the contour before seeding.  
**Plant Selection:**  
Annual rye grass, wheat or oats should be used for temporary seeding.  
**Seeding:**  
Evenly apply seed using a cyclone seeder (broadcast), drill cultipacker seeder, or hydroseeder. Annual rye grass should be applied at a rate of 120 lbs/acre. Broadcast seeding and hydroseeding are appropriate for steep slopes where equipment cannot be driven. Hand broadcasting is not recommended because of the difficulty in achieving a uniform distribution.  
Small grains should be planted no more than one inch deep, and grasses and legumes no more than 1/2 inch. Broadcast seed must be covered by raking or chain dragging, and then lightly firmed with a roller or cultipacker. Hydroseeded mixtures should include a wood fiber (cellulose) mulch.  
**Mulching:**  
The use of an appropriate mulch will help ensure establishment under normal conditions and is essential to seeding success under harsh site conditions. Harsh site conditions include:  
a) Seeding in fall or winter cover (wood fiber mulches are not considered adequate for this use).  
b) Slopes steeper than 3:1.  
c) Excessively hot or dry weather.  
d) Adverse soils (shallow, rocky, or high in clay or sand, and  
e) Areas receiving concentrated.  
If the area to be mulched is subject to concentrated waterflow, as in channels, anchor mulch with netting.  
**Maintenance:**  
Refer to areas if growth is not adequate. Reseed, fertilize, and mulch immediately following erosion or other damage.



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

**SHAFFER & HINES**  
CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS  
P.O. Box 493, Nixa, Missouri, 65714  
Tel: (417) 725-4668 - Fax: (417) 725-5230  
Email: chines@shafferhines.com



SEDIMENT & EROSION CONTROL PLAN

DESIGN BY JCHM  
DRAWN BY GSM  
CHECKED BY JCHM  
DATE APRIL 2024  
SCALE AS SHOWN

REVISIONS

JOB NO. 242001

SHEET 10 OF 10

# **STORMWATER DRAINAGE IMPROVEMENTS**

**from RICE STREET TO NORTH STREET - PHASE 3**

**BID FORM**

**March 16, 2026**

<b>SCHEDULE 1 - GENERAL</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1.01	Mobilization	1	LS		
1.02	Implement & Maintain Traffic Control	1	LS		
1.03	Removal of Ex. Culverts & Storm Sewer & Inlets & Per Plans	1	LS		
1.04	Implement & Maintain Sediment & Erosion Control	1	LS		
1.05	Clearing & Grubbing	1	LS		
1.06	Construction Staking (provided by Project Engineer)	n/a	n/a	n/a	n/a
1.07	Topsoil, Finish Grade, Rock Rake, Hydroseed Clean-up	1	LS		
<b>SCHEDULE 1 TOTAL</b>					

**SCHEDULE 2 - C LINE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
2.01	42" RCP PIPE	60	LF		
2.02	Ex. AI C3 - Remove Ex. Pipe & Plug - Patch Inlet Wall	1	LS		
2.03	3'x7' Area Inlet (incl. conc. slope protection) (incl. conc. Apron to roadway)	1	EA		
2.04	Conc. Driveway Replacement	1	LS		
2.05	Conc. Street Repair	1	LS		
2.06	Conc. Lazy Back Curb	60	LF		
2.07	Inlet Soxx	2	EA		
<b>SCHEDULE 2 TOTAL</b>					

**SCHEDULE 3 - D LINE**

<b>ITEM NO.</b>	<b>DECRPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
3.01	34" x 53" Hor. Ellip. RCP PIPE	30	LF		
3.02	42" HDPE PIPE	222	LF		
3.03	18" HDPE PIPE	104	LF		
3.04	3'x7' Area Inlet (incl. conc. slope protection)	1	EA		
3.05	5'x7' Area Inlet (incl. conc. Slope protection)	1	EA		
3.06	3'x5' Area Inlet (Incl. conc. slope protection)	2	EA		
3.07	3'x3' Area Inlet (Incl. conc. Slope protection)	2	EA		
3.08	Water Meter Relocation	1	LS		
3.09	Conc. Driveway Replacement	1	LS		
3.10	Conc. Street Repair	1	LS		
3.11	Darcy Property - Gravel Pad	1	LS		
3.12	6" Class 200 PVC Watermain Relocation	1	LS		
3.13	Repair, replace or provide new fencing	1	LS		
3.14	Inlet Soxx	6	EA		
<b>SCHEDULE 3 TOTAL</b>					

**SCHEDULE 4 - E LINE**

<b>ITEM NO.</b>	<b>DECRPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
4.01	29" x 45" Hor. Ellip. RCP PIPE	34	LF		
4.02	42" HDPE PIPE	66	LF		
4.03	36" HDPE PIPE	304	LF		
4.04	18" HDPE PIPE	8	LF		
4.05	3'x7' Area Inlet (incl. conc. slope protection)	1	EA		
4.06	4'x7' Area Inlet (incl. conc. slope protection)	1	EA		
4.07	5'x5' Area Inlet (incl. conc. Slope protection)	1	EA		
4.08	3'x5' Area Inlet (incl. conc. Slope protection)	2	EA		
4.09	3'x3' Area Inlet (incl. conc. Slope protection)	1	EA		
4.10	Conc. Street Repair	1	LS		
4.11	Darcy Property - Gravel Pad	1	LS		
4.12	Repair, replace or provide new fencing	1	LS		
4.13	Inlet Soxx	6	EA		
<b>SCHEDULE 4 TOTAL</b>					

**SCHEDULE 5 - F LINE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
5.01	30" HDPE PIPE	326	LF		
5.02	CI F5 - 4'x8' (ID) (incl.conc. Apron & curb & connecting ex. Pipes)	1	EA		
5.03	4'x7' Area Inlet (incl. conc. slope protection)	1	EA		
5.04	3'x5' Area Inlet (incl. conc. Slope protection)	3	EA		
5.05	Remove Ex. Channel RR Ties & Provided grading for flow to Area Inlets	1	LS		
5.06	Topsoil, Finish Grade, Rock Rake, Hydroseed Clean-up	1	LS		
5.07	Inlet Soxx	4	EA		
<b>SCHEDULE 5 TOTAL</b>					

<b>PROJECT TOTAL (SCHEDULE 1+2+3+4+5)</b>	
---	--

EFFECTIVE DATE: \_\_\_\_\_

TERMINATION DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

## CONSTRUCTION CONTRACT FOR \_\_\_\_\_

**THIS CONSTRUCTION CONTRACT FOR \_\_\_\_\_** ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

**WHEREAS** the City, after conducting a \_\_\_\_\_ solicitation process, referenced as Stormwater Drainage Improvements from Rice St. to North St. Phase 3 desires to engage Contractor to perform Stormwater Drainage Improvements; and

**WHEREAS** Contractor submitted a bid; and

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

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

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

### 1. Manner and Time for Completion.

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

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

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

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

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

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

### 3. Payment.

#### 3.1. Progress Payments.

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

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

**3.1.3.** Such requisition shall include an acknowledgement signed by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the Contract.

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

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

**3.1.6.** Requisitions shall be submitted to the City via the [AccountsPayable@nixa.com](mailto:AccountsPayable@nixa.com) email address, or in writing to the address of the City provided below.

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

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

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

**3.4. Availability of Funds.** The total potential compensation to be paid to the Contractor over the entire term of this Contract, including all renewals, is estimated to be **[Insert Total Multi-Year Contract Value]** and shall in no event exceed this amount.

Notwithstanding the total contract value, the parties expressly agree that the City's obligation to make payments under this Contract is contingent upon the annual appropriation of funds by the

City Council. For the current fiscal year ending December 31, **2026**, the City's obligation is limited to the sum of **[Insert Current Fiscal Year Appropriated Amount]**. The Director of Finance's certification applies only to this amount for the current fiscal year.

In the event the City Council fails to appropriate funds for the performance of this Contract in any future fiscal year, this Contract shall automatically terminate, effective at the end of the last fiscal year for which funds were appropriated. The City shall provide the Contractor written notice of such non-appropriation at the earliest opportunity. Such termination shall be without penalty or expense to the City, and the City shall have no further liability or obligation to the Contractor except for payment for services satisfactorily performed and expenses reasonably incurred prior to the effective date of termination.

### **3.5. Final Completion and Final Payment.**

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

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

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

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

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

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

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

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

**3.6. Additional Payment Terms.**

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

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

**3.7. Liquidated Damages.** The parties mutually and expressly agree that time of completion of work by the Contractor is of the essence due to the fact that this project affects traffic flow and affects private property. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in this Contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of **\$500** per day for each and every calendar day that the performance of this Contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any funds otherwise due to Contractor from the City. The Services are not considered complete until final acceptance by the City.

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

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

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

**7. Termination.**

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

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

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

**8. City's Right to Proceed.** In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

**10. Conflict of Interest.** Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this Contract which would violate any applicable federal regulations or the provisions of RSMo. Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

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

**12. Nondiscrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

**12.2.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to

employ and advance in employment qualified individuals with disabilities.

**13. Occupational License.** The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor.

**14. Insurance Requirements.**

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

**14.1.1. Commercial General Liability Insurance** with limits no less than **\$532,148.00** per person and **\$3,547,658.00** in the aggregate, including bodily injury and property damage, which policy shall include contractual liability coverage insuring the activities of Contractor under this Contract;

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

**14.1.3. Employers Liability Insurance** with limits no less than **\$532,148.00** per person and **\$3,547,658.00** in the aggregate;

**14.1.4. Commercial Automobile Liability** covering all owned, non-owned, and hired vehicles, with limits no less than **\$532,148.00** per person and **\$3,547,658.00** in the aggregate; and

**14.1.5. Owner's and Contractor's Protective Liability Insurance.** To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least **\$3,547,658.00** for all claims arising out of a single accident or occurrence and at least **\$532,148.00** with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

**14.1.5.1.** Be a separate policy with the named insured being: The City of Nixa, Missouri; and

**14.1.5.2.** Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and

**14.1.5.3.** Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

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

**14.2.1.** Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than an **A- Rating, Financial Size Category VII**.

**14.2.2.** Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal, or material reduction in coverage. The Contractor shall be required to provide the City with an identical written notice within the same timeframe. Notwithstanding any provisions to the contrary, the Service Provider shall have new insurance policies in place that meet all requirements of this Paragraph 14 prior to such cancellation, non-renewal, or reduction.

**14.2.3.** Be endorsed to provide a Waiver of Subrogation in favor of the City and its officials, employees, and agents, on all policies required by this Agreement.

**14.2.4.** Be endorsed to provide that such insurance is primary insurance and any similar insurance in the name of or for the benefit of the City shall be excess and non-contributory.

**14.2.5.** Name the City and its officials, employees, and agents, as additional insureds on the Commercial General Liability and Commercial Automobile Liability policies.

**14.2.6.** All underlying policies required by this Contract (e.g., Commercial General Liability, Automobile Liability, Employer's Liability) must be in place. An Umbrella or Excess Liability policy may be used to satisfy the total limit requirements for the underlying policies. Furthermore, any General Aggregate limit for a Commercial General Liability policy shall apply on a 'per-project' or 'per-location' basis by endorsement.

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

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

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

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

**14.7. Changes in policy limits.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City

from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate Certificate of Insurance and shall take effect within the time set forth in the addendum.

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

**15. Contractor's responsibility for subcontractors.** The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

**16. Independent Contractor Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**17. Liability and Indemnity.**

**17.1.** In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

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

**17.3.** The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due to any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any

claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

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

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

**17.6.** Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

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

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

**18. Contract Documents.**

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

**18.1.1.** This Contract; and

**18.1.2.** Scope of Work (Exhibit A); and

**18.1.3.** Bid Form (Exhibit B).

**18.1.4.** Construction Plans titled "Stormwater Drainage Improvements from Rice St. to North St. Phase 3" (Exhibit C).

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

**18.3.** No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

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

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

**19.1.** If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of

Section 351.570 RSMo.

**19.2.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

**20. Notices.**

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

To City:

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

To Contractor:

Name:  
Address:  
Phone:  
Email:  
Attn:

**20.2.** The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

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

**22. Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

**23. City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

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

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

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

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

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

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

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

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

**32. Performance and Payment Bonds.**

**32.1.** The Contractor **shall furnish a Performance Bond and a Labor and Materials Payment Bond** with surety approved by the City and on forms approved by the City. Each bond shall be in the amount of **\$INSERT CONTRACT AMOUNT (full amount of contract)** conditioned upon the full and faithful performance of all terms and conditions of this Contract and payment of all labor

and material suppliers.

**32.2.** It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City.

**32.3.** The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

**33. Prevailing Wage.** In compliance with sections 290.210 through 290.340 RSMo, all workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City \$100.00 for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

**34. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employees found in violation).

**35. Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity

evidencing current enrollment in a federal work authorization program.

**36. Compliance with Anti-Discrimination against Israel Act.** Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor, by executing this Contract, certifies that the Contractor is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

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

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

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Jimmy Liles, City Administrator

\_\_\_\_\_  
Authorized Signer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Rebekka Coffey, City Clerk

\_\_\_\_\_  
Title

**Approved as to form:**

\_\_\_\_\_  
Nick Woodman, City Attorney

**Director of Finance Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged. I further certify that for the current fiscal year ending December 31, 20XX, there is an unencumbered balance to the credit of such appropriation sufficient to pay the City's obligation for the current fiscal year, and that the appropriate accounting entries have been made. The City's obligations in subsequent fiscal years are subject to appropriation by the City Council.

\_\_\_\_\_  
Jennifer Evans, Director of Finance

**CONTRACTOR VERIFICATION**

**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 the due date and time specified in the solicitation, local Nixa, Missouri time (Central Time) (hereinafter the "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](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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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.

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

**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





# 2026 Business License Application

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

New License Fee= \$50.00  
Annual Renewal Fee= \$25.00  
License # \_\_\_\_\_  
Infill# \_\_\_\_\_

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