



RE: MILL AND OVERLAY REQUEST TO BID

Background:

Throughout the year, Street Department staff evaluates street and asphalt conditions to identify areas where mill and overlay repairs are needed.

Analysis:

For 2026, approximately 4.5 lane miles of streets in various locations have been identified as needing relief milling and new asphalt due to ageing and wear.

Recommendation:

Staff recommend that Council authorize the solicitation of bids to maintain roadway quality and extend the service life of City Street infrastructure.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

RESOLUTION NO. 2026-19

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT BIDS FOR ASPHALT MILL AND OVERLAY FOR 2026.

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 asphalt milling and overlay of approximately 4.5 lane miles of streets in to maintain roadway quality and extend the service life of City street infrastructure; 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. 2026-19

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ADOPTED BY THE COUNCIL THIS 14th 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-014-2026/Street

Asphalt Mill and Overlay

Issue Date: 4/15/2026

Questions Deadline: 4/22/2026 12:00 PM (CT)

Response Deadline: 4/29/2026 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Event Information

Number: RFB-014-2026/Street
Title: Asphalt Mill and Overlay
Type: Request for Bid
Issue Date: 4/15/2026
Question Deadline: 4/22/2026 12:00 PM (CT)
Response Deadline: 4/29/2026 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Bid for Asphalt Mill and Overlay.

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

BIDS SHOULD BE SUMITTED ELECTRONICALLY. No emailed bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714

Please submit any questions regarding this bid in writing to the Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

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

Ship To Information

Contact: Jeff Roussell
Address: Street
Public Works
1111 Kathryn St.
Nixa, MO 65714
Phone: (417) 725-2353

Billing Information

Address: 715 W. Mt. Vernon Street
PO Box 395
Nixa, MO 65714

Requested Attachments

Bid Sheet

(Attachment required)

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

E-Verify

(Attachment required)

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

OSHA Affidavit of Compliance

(Attachment required)

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

Bid Bond

(Attachment required)

Please upload your Bid Bond here.

Business License Application

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

Additional Documentation

Additional Documentation may be added to provide information regarding your product.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this bid. 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****

2 Attachments Required

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

3 Bid Opening

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

Questions pertaining to the bid 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 Terms and Conditions

Download the Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree.

(Required: Check if applicable)

5 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review the document and understand this is what the City is looking for in your proposal. Please indicate below you acknowledge.

6 Streets/Areas of work for Asphalt Mill and Overlay 2026

Located on the "Attachments" tab, you will find the PDF for the Streets and Areas of work for the Asphalt Mill and Overlay project for 2026. Download the attachment, thoroughly review and indicate below.

I have downloaded, read and agree.

(Required: Check if applicable)

7 Bid Sheet

Download the Bid Sheet, located on the "Attachments" tab. Thoroughly review, complete and upload your document in the "Response Attachments" tab.

I have downloaded, read and acknowledge.

(Required: Check if applicable)

8 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 understand.
(Required: Check if applicable)

9 Bid/Contract Term

The term of the bid/contract agreement is for (1) one year, beginning upon date awarded. The City may, at it's option, extend the contract for up to (4) four additional one-year terms, subject to the Escalation/De-Escalation stated below.

ESCALATION/DE-ESCALATION:

Prices shall remain firm for a period of one year from the date of award. Prices may be changed after the first year, not to exceed 5% in a given year. Increases will be considered for the following reasons:

An increase or decrease in the supplier's cost of materials and/or labor rates may be justification for price change; however, this shall not be construed in any way to increase vendor's margin or profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City of Nixa Purchasing Department upon renewal of contract/bid agreement. Approval of each request shall be sent in written form. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract/bid agreement with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

I agree.
(Required: Check if applicable)

10 Estimated Quantities

The estimated quantities indicated in this Bid represent anticipated requirements only. The right is reserved to exceed or diminish these estimates.

I acknowledge.
(Required: Check if applicable)

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Examination of Contract Documents/Work site

1. It is the responsibility for each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

2. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to the City by owners of such underground facilities or others. The City assumes NO responsibility for the accuracy or completeness thereof unless it expressly provided otherwise in the Special Provisions.

3. Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

4. Before submitting a bid each Bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions (surface, subsurface and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. If bidder elects to make explorations in public street rights-of-way an excavation permit must be obtained from the office of the Street Superintendent, a Division of the Public Works Departments.

5. Each bidder, upon request in advance, will be provided access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

6. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by Contractor. Any related expense will be the responsibility of the Contractor.

7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the Work.

I acknowledge.

(Required: Check if applicable)

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2 **SUBCONTRACTORS, SUPPLIERS AND OTHERS**

1. The names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal shall be furnished with the proposal. If no subcontractors are expected to be used, a statement to the effect must accompany the bid. After the bid opening, the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.

2. The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City in accordance with the General Conditions and Technical Specifications. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor; for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.

3. No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.

4. If approval is given for subletting work, the Contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The percentage of work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc. The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

5. No subcontractor may further subcontract any of his work.

(Optional: Maximum 200 characters allowed)

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3 **Special Provisions**

1. General: All construction shall conform to City of Nixa, Missouri, General Conditions and Technical Specifications and all revisions thereto, as applicable except where noted differently in these documents. City of Nixa Technical Specifications and Construction plans and project specifications are available in the office of the Nixa Street Superintendent or on the City of Nixa web page. Contact Jeff Roussell, Street Superintendent, City of Nixa, at 417-725-2353 with any questions.

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

Where the Director of Public Works or Street Superintendent is referenced it shall mean the City of Nixa by and through the City of Nixa - Public Works Dept.

2. Work Zone Traffic Control: All signing and barricades shall conform to applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, 2004 Edition and all revisions thereto, and the Manual on Uniform Traffic Control Devices (2009 edition, with latest errata) published by the Federal Highway Administration, including any revisions thereto.

Typical traffic control layouts are illustrated in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).

The contractor will be responsible for installing and maintaining all signs and barricades required for proper control of the traffic within the construction limits. As a minimum, the Contractor shall erect and maintain ROAD WORK AHEAD and END ROAD WORK SIGNS at the project limits on streets under construction. These signs shall be in place at all times until all work is complete.

Charge for City Crew Call-Out: Any call-out of City crews for the purpose of removing, covering, or turning signs will be charged to the Contractor.

Cost and Payment: The cost of providing and maintaining signs, barricades, temporary pavement markings, pavement marking removal and temporary relocation of existing signs shall be at Contractors expense.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the City or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages there shall be in place only those devices that apply to the conditions present during the stage in progress. Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic.

Notification to Property Owners: The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and provisions for access. The Contractor is required to maintain access to adjacent property owners within the project area at all times, except that the Contractor may close driveways as permitted in the construction phasing.

3. Completion Time: The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to complete the work within 120 calendar days from the date of the Notice to Proceed.

The Contractor is required to provide a sufficient work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Nixa General Conditions and Technical Specifications.

4. Contractor Guarantee: The Contractor shall be responsible for the condition of all material and all work performed as part of this bid and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. Contractor shall repair, replace, or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

5. Certificates of Compliance: Three copies of certifications are required for materials used on this project for demonstrating proof of compliance with materials specification requirements. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company, shall be notarized and shall contain the name and address of the Contractor, the project name and location, and the quantity and the date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

6. Nondiscrimination: Contractor agrees in the performance of this bid not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, or political opinion or affiliation against any employee of said contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

7. Indemnity from Subcontractor Claims/Exceptions: The Contractor shall be fully responsible to the City of Nixa for the acts and omissions of its subcontractors and material suppliers, and of persons either directly or indirectly employed by the subcontractor, as he is for acts and omissions of persons directly employed by him. The

Contractor shall cause appropriate provisions of the Plans and Specifications to be inserted in all subcontracts and contracts for the supply of materials relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents insofar as is applicable, and to give the Contractor the same power as regards terminating the subcontract that the City of Nixa may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this bid or signed contract agreement shall create any contractual relation between any subcontractor and the City of Nixa, and the Contractor shall defend, indemnify and save harmless the City from and against any and all liability, suits, claims, damages, costs (including attorney's fees), losses, outlays, and expenses in any manner arising out of or connected with subcontractor claims and damages arising out of matters covered by terms of these contract documents which Contractor either failed to insert in subcontract documents or materially modified, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

8. Subcontractor Waiver: The Contractor shall require subcontractors to waive standing to sue the City directly, and Contractor shall cause appropriate provisions to be inserted in all subcontracts to require subcontractors to stipulate the same and to waive any right inconsistent therewith. Contractors shall require subcontractors to file any suit alleging misrepresentation in the Plans or Specifications exclusively against the Contractor, which Contractor shall in good faith defend, and Contractor shall not sue the City on behalf of the subcontractor or subcontractor's claims except when Contractor is defendant in a subcontractor's suit, and then only pursuant to the rules of third practice under Rule 52.11 Missouri Rules of Civil Procedure.

9. Licenses, Permits, and Certificates: All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at his own expense.

10. Sales Tax Exemption: Bidders are hereby instructed to submit bids not including sales tax according to the provisions of Section 144.062 RSMo. The selected contractor will receive a Project Exemption Certificate and a Missouri Tax Exemption letter from the City of Nixa to use in purchasing materials on a tax-free basis. It will be the contractor's responsibility to provide the documentation to any subcontractor. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

11. Vehicle/Equipment Identification: The contractor and each subcontractor on this project shall have its name or recognizable logo, and the name of the city and state of the principal office of the company, on each motor vehicle and motorized piece of equipment utilized by it in connection with the project in accordance with the provisions of Section 290.290(3) RSMo, unless otherwise exempted by law.

12. Employ Missouri: Whenever unemployment in Missouri exceeds 5 percent during a two consecutive calendar month period, each contractor and subcontractor on this project shall employ only Missouri laborers or laborers from non-restrictive states on the project, in conformity with Missouri law (H.G. 416 & 417 1993) and every contract let by each contractor or subcontractor shall contain such a provision, unless otherwise exempted by law.

13. Overflow and Acceptance of Water: It is anticipated that storm, surface, and possible ground or other waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operation and may cause damage to adjacent or downstream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor will be required to repair any and all damage caused by said waters. The Contractor, by submitting a bid, assumes all said risk and the Contractor acknowledges that his bid was prepared accordingly.

14. Safety Precautions: The Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these CONTRACT DOCUMENTS. The Contractor shall also comply with all regulatory agencies requirements for safety.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of all applicable laws, building and construction codes, and regulations shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention of Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Owner, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

15. Utility Conflicts: When excavating, the Contractor shall make every effort to locate all underground pipe lines and conduits by contacting owners of underground utilities, by prospecting, or otherwise, in advance of trench excavation operations. Certain pipelines, water mains, propane gas, petroleum lines, telephone cables, power lines, cable television, and other existing underground and above ground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to the best information made available to the City. The City does not guarantee the accuracy of such information, however.

Connections from the mains to the houses for sanitary sewers, water and gas services, and other utility lines may not be indicated on the plans. Any conflict with these service lines from the house to the main, not specified as part of the utilities relocations, will be the responsibility of the Contractor to either relocate or work around at no cost to the project.

Any delay or extra cost to the Contractor caused by utilities or pipe lines or other underground structures or obstructions not shown by the plans, or found in locations different than those indicated shall not constitute a claim for extra work, additional payment, or damages.

The Contractor will be solely responsible for any or all damages whether direct, indirect or consequential to underground or above ground utilities and pipelines and the surroundings and shall indemnify and hold harmless the Owner for any and all claims, or judgments whenever made as a result of his actions.

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

City of Nixa (Electric)
Chris Huett (417) 725-2353

City of Nixa (Water)
Jason Stutesmun (417) 725-2353

Missouri Gas Energy
Raymond Priest (417) 862-5602

Ozark Electric (Electric)
Dan Locamp (417) 725-5160

Show Me Technologies
Brad McGoon (417) 859-2615

AT&T (Telephone)
Lee Thurman (417) 836-2224

MoDOT Signal Systems
Joe Dotson – Traffic Supervisor (417) 895-6722

16. Protection of Trees and Shrubs: No tree or shrub in any street, alley, roadway or parking area shall be removed, trimmed or otherwise disturbed without the prior authorization by the City's representative, such authorization will be given in the case of any tree or shrub within trench or other excavation limits where a thorough examination shows that the root structure is such that the construction cannot continue by tunneling beneath the tree or shrub.

The Contractor shall use every precaution to protect and prevent injury to trees and shrubs on or adjacent to the sites of the work, and he shall replace at his own cost and expense each and every tree and shrub, not authorized by the Owner for removal, which may be damaged or destroyed by him, or his employees or subcontractor.

17. Seeding: All disturbed areas where permanent vegetative cover is to be established shall be in accordance with the Technical Specifications using Type III mulch. If seeding is not in compliance with the Technical Specifications, five (5) percent of the cost of the project will be retained until completion of seeding and be accomplished during the approved seeding period. This amount shall be returned to the Contractor upon acceptance of this project.

Seeding will be deemed accomplished when the requirements of The General Conditions and Technical Specifications, Seeding has been met, if growth is thereafter confirmed within fourteen (14) days. If growth is not so confirmed, reseeded shall be required as many times as necessary to accomplish growth. After growth has been confirmed, liquidated damages, if any, shall be calculated to have stopped on the date growth was confirmed or two weeks of successful growth.

18. Cautionary Note Regarding Karst Features. The predominant limestone strata in the Nixa area is extensively weathered resulting in the formation of numerous karst features; caves, springs, sinks, losing streams, cherty clay residuum, etc. In many areas stream erosion has removed the residuum and rock is at or very close to the surface, whereas in other areas as much as 40 feet of residuum remains. The contact between the bedrock and residual soil is extremely pinnacled. Bedrock pinnacles commonly have 10-15 feet of relief and as much as 30 feet. Typically, the limestone pinnacles project vertically upward from narrow bedrock lows or cutters between the pinnacles. Locally, a mass of limestone may be "floating" with clay completely surrounding the large limestone block. Karst features are likely to exist beneath the surface on the project site, which are not depicted in the project drawings. Contractor expressly acknowledges that no representations are made in the project drawings or plans as to either the presence or absence of karst features and Contractor agrees to be stopped from making any claims to the contrary.

19. Responsibility for Claims for Damage: The contractor shall indemnify and save harmless the City, its' officers, agents, and employees from all claims or suits made for brought for injury to persons or property caused by the Contractor's negligence or his failure to perform the work in accordance with the plans and specifications. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect the City's interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

In the event that a citizen makes a claim against the Contractor or subcontractor,
Then the Contractor shall do the following:

- a. Investigate a claim within a reasonable period of time when notified by a citizen or the City of Nixa.
- b. Within 5 days after completing the investigation, the Contractor shall notify in writing the person making the claim that the Contractor is approving or denying the claim or part thereof. The City shall receive a copy of the written notification.
- c. Assure that claims shall not be denied for frivolous reasons.

20. Excess Asphalt/Concrete Deliveries: Excess concrete, asphalt or oil will not be dumped/poured in underground pipe trenches or in excavations around buried structures. In the event such dumping occurs, the contractor will remove the concrete and all damaged pipe. Materials removed will be replaced by the contractor at no additional cost to the project.

21. Field Staking: The contractor will be responsible to furnish all field staking required to layout all lines, grades and measurements necessary for the proper prosecution and control of the work contracted by the City under these drawings and specifications.

22. Work Restrictions: Contractor must conduct all work within street right-of-way or within construction easements obtained for this project. The location and extent of the areas so used are as shown on the plans. The Contractor shall become very familiar with the right-of-way and easement limits prior to construction, and shall contain his operations to these limits. The Contractor shall exercise every caution and special construction methods as necessary to prevent encroachment on or damage to private property. If the Contractor encroaches on private property for any reason, the Contractor shall be responsible for any and all damages and repairs. All restorations of private property shall meet the satisfaction of the property owner.

The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and

provisions for access. The Contractor is required to maintain access to adjacent properties at all times.

The Contractor will take whatever measures are necessary, including the use of temporary bridges, alternate routing, temporary backfilling, etc., to assure vehicular and pedestrian handicapped access as described above. Provisions must also be taken to provide access for emergency vehicles, including fire and ambulance, at all times.

23. Protection and Maintenance of Public and Private Property: The Contractor shall protect, shore, brace, support and maintain all underground pipes, walls, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs on private property and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

24. Additional Land Requirements: The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right of way not shown on the plans, but which may be required by the contractor for execution of the work. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the City by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials or equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately move same.

25. Construction Site Cleanup: Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until entire project is finished. Contractor shall clean all right-of-way AND easement areas that were occupied by him in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition. If at any time during construction the City determines that cleanup is not being accomplished, the City may direct no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.

26. Inspection: The City of Nixa will provide inspection on this project. The Contractor shall grant the City access to all parts of the work at any time.

I agree.

(Required: Check if applicable)

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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)

1
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OSHA Affidavit

Download the OSHA Affidavit, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree to comply.

(Required: Check if applicable)

1
6

Additional Purchases by the City and/or other Public Agencies

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance form. Prices bid shall remain in full force for 90 days from date of award.

I agree.

(Required: Check if applicable)

17 Bid Bond/Performance Bond/Insurance Requirements

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

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

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

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

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

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

I understand and agree to comply.
(Required: Check if applicable)

18 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)

19 Vendor Onboarding

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 understand and agree to comply.
(Required: Check if applicable)

Scope of Work

This project shall consist of milling and / or relief milling when curb and gutter are present, to provide the proper depth for hot mix asphalt placement.

Hot mix asphalt shall conform to City of Nixa Technical Specifications and be placed in the depth indicated within the Bid Document.

All traffic control will follow MUTCD standards and will be provided by the awarded contractor.

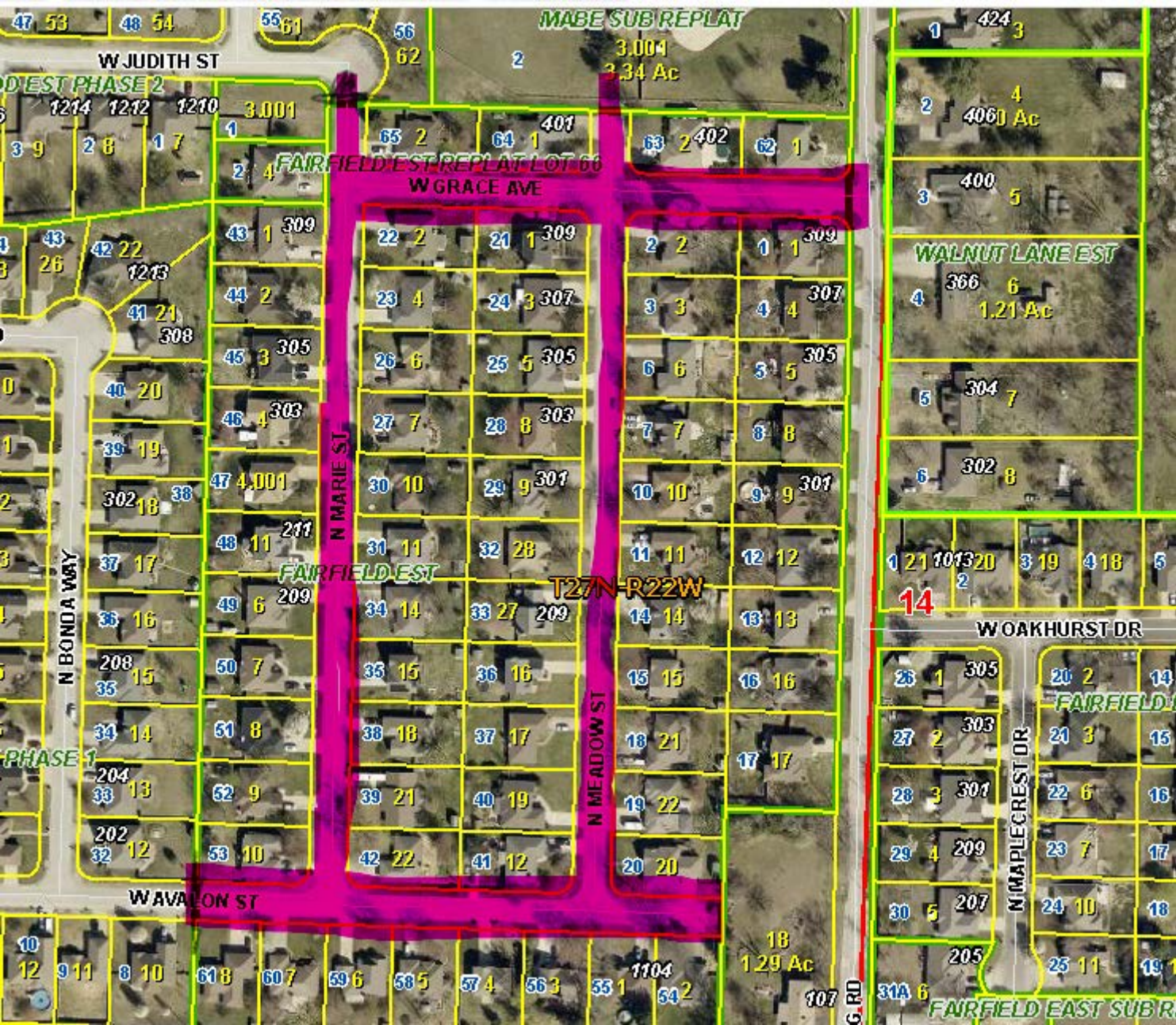
Contractor will be responsible for all materials, material disposal, labor, tools, and any clean up that may arise from project.

Twenty twenty-six proposed projects consist of five sections of road and an alternative area in Fairfield Estates, which consist of another four streets.

1. E North Street from Cheyenne Road go east to the city limits on the east side of Riverton Park Subdivision.
2. E Tracker Rd from the property line on the west side of Copper Leaf Subdivision to the seam east of the split street at Villages of Wicklow.
3. S Ellen St from Highway 14 go south until you reach the concrete curb and gutter at 207 S Ellen and W Ellen Ct.
4. N Gregg Rd at the MoDot line at Highway 14 continue north to the seam south of the roundabout at W Northview Rd.
5. N Gregg Rd at Kathryn St; go 660' north and 660" south of the center of Kathryn for a total of 1320'. This is the north and south boundaries of the Industrial Park.

The proposed alternative is in Fairfield Estates.

1. W Grace Ave from Gregg Rd to N Marie St.
2. N Meadow St from the end of street north of W Grace Ave to W Avalon St.
3. N Marie St from the seam north of W Grace Ave to W Avalon St.
4. W Avalon St from the west property line (seam) of 1208 W Avalon go east to end of street.



MABE SUB REPLAT

3.004
3.34 Ac

W JUDITH ST

WEST PHASE 2

1214 1212 1210

FAIRFIELD EST REPLAT LOT 66

W GRACE AVE

WALNUT LANE EST

1.21 Ac

N MARIE ST

T27N-R22W

N BOND A WAY

N MEADOW ST

W OAKHURST DR

WAVE AVE

N MAPLECREST DR

FAIRFIELD EAST SUB R

14

18
1.29 Ac

6 RD



8

35.23 Ac

NIXA

T27N-R21W

N QUANTUM DR

E COMMAND CT

NORTH RD

E MANITOU CT

ENNE VALLEY RD

CHEYENNE VALLEY PHASE 2

RIVER ON PARK PHASE 1

E NORTH ST

N-CHEYENNE RD

79
40 Ac

26
3.36 Ac

18 1.013 SUNNY CREST FARMS
13.4 Ac

17

5
8.35 Ac

4.024
3.04 Ac

4.005
3.93 Ac

4.012
3.03 Ac

4.006
5 Ac

4.011
3 Ac

1 1044

25 32

26 83

28 80

29 79

30 78

31 77

24 31

27 82

32 76

23 30

33 29

33 75

1400

1400

121

1

3

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CA1

CA2

10 2

11 3

12 4

13 5

14 6

15 7

16 8

17 9

18 10

609

611

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34 8

33 7

32 6

31 5

30 4

29 3

28 2

27 1

26 0

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31 5

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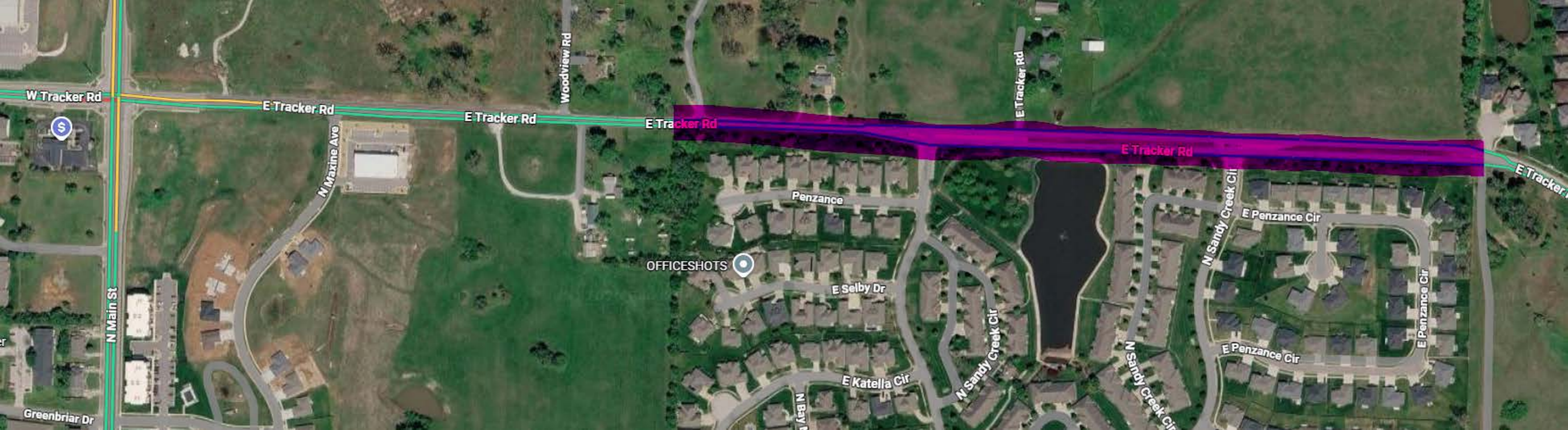
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17 9

16 8



W Tracker Rd

E Tracker Rd

E Tracker Rd

E Tracker Rd

E Tracker Rd

E Tracker Rd

Woodview Rd

E Tracker Rd

N Maxine Ave

OFFICESHOTS

Penzance

E Selby Dr

E Katella Cir

N Sandy Creek Cir

N Sandy Creek Cir

N Sandy Creek Cir

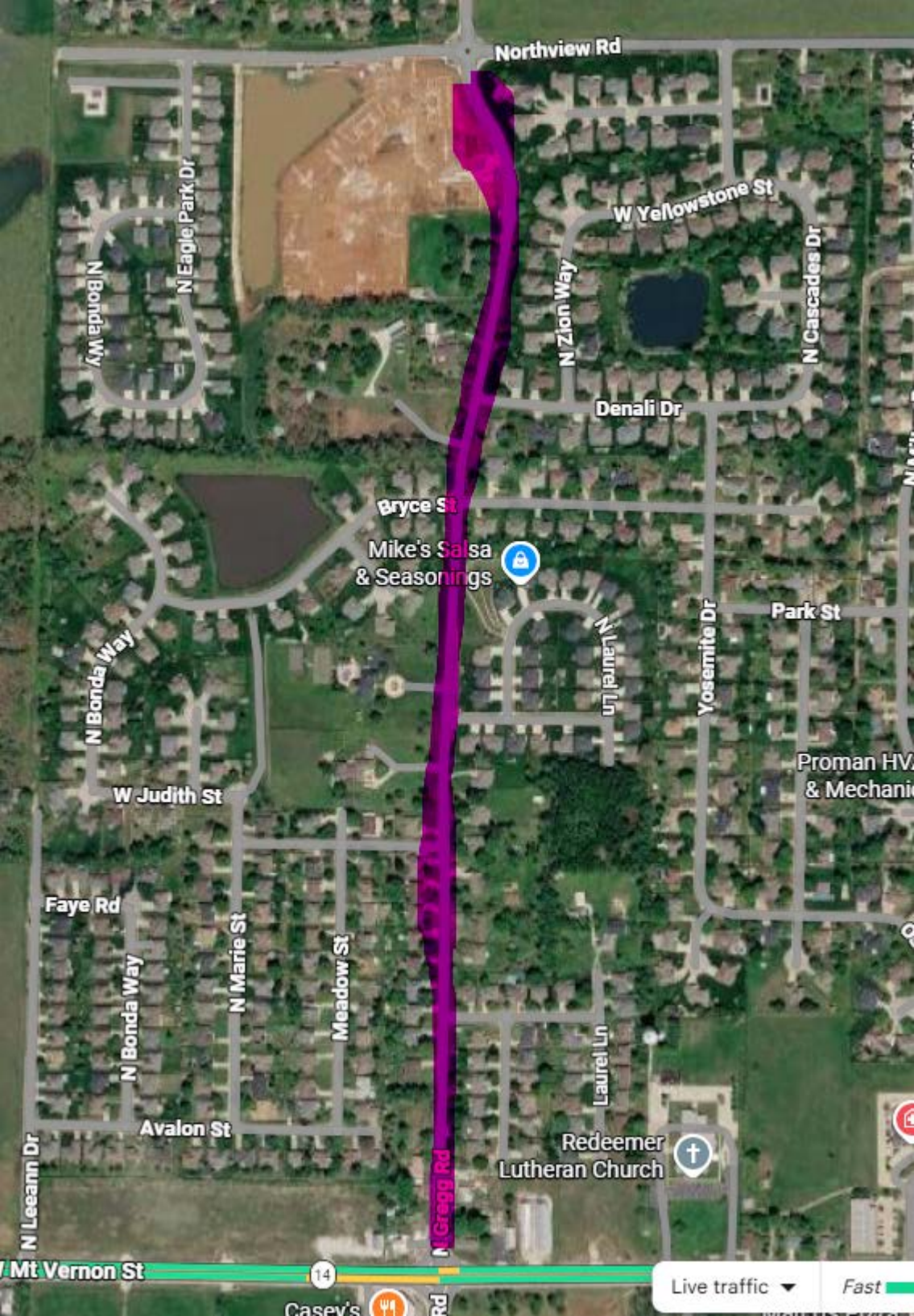
E Penzance Cir

E Penzance Cir

E Penzance Cir

N Main St

Greenbriar Dr



Northview Rd

W Yellowstone St

N Zion Way

N Cascades Dr

Denali Dr

Bryce St

Mike's Salsa & Seasonings



N Laurel Ln

Yosemite Dr

Park St

Proman HVAC & Mechanical

W Judith St

Faye Rd

N Bonda Way

N Marie St

Meadow St

Laurel Ln

Avalon St

Redeemer Lutheran Church



N Lecann Dr

Mt Vernon St

14

Casey's



Rd

Live traffic

Fast

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

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

_____	_____
Signature of Notary	Date

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

(if known)

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date



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