

NOTICE TO BIDDERS

Rolla Municipal Utilities (RMU) hereby requests bid quotations for the following project:

RFB #25-113: Electric Conduit Installation – The Highlands

The Scope of Work for this project will consist of, but not be limited to, the installation of 13,500 feet of 4-inch underground PVC electrical conduit, 8,800 feet of 3-inch underground PVC electrical conduit, to include the excavation of all necessary trenching, the installation of all conduit sections, conduit elbows, and other conduit parts required into properly bedded trenches, of the required depth, in the locations specified in the plans, the proper filling of all trenches, and all required site remediation, as per the contract documents and project plans.

There is the potential in this project for OWNER to allow non-RMU utilities, such as telecommunications providers, to place their infrastructure items into some or all of the trenches excavated in this project. In these cases, RMU will charge those utilities a pro-rated charge for the length of trench(es) that they utilize.

The Contractor shall be responsible for compliance with Chapter 290 of the Revised Missouri Statutes pertaining to prevailing wages and Section 292.675 of the revised Missouri Statutes regarding OSHA training.

Bids will be accepted until 10:00 a.m., Wednesday April 16, 2025, in the office of Rolla Municipal Utilities (RMU), 102 West 9th Street, Rolla, Missouri 65402, at which time they will be opened. Bids shall be submitted in a sealed envelope, clearly marked “**RFB #25-113: Electric Conduit Installation – The Highlands**”. All bidding Contractors shall be expected to review the scope of the work with a representative of Rolla Municipal Utilities prior to bidding.

The Contractor shall be in compliance with OSHA requirements outlined in Article I of the Contract Agreement. Bid documents and specifications may be reviewed and/or obtained at Rolla Municipal Utilities, 102 west 9th Street, Rolla, Missouri 65402. Bid documents will be available on Friday April 4, 2025, at 8:00 a.m. and can be picked up Monday through Friday, from 8:00 a.m. to 5:00 p.m. Bid documents can also be downloaded at <https://rmurolla.org/about-us/bids/>

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Bids will be accepted until **10:00 a.m. on Wednesday April 16, 2025** in the Business Office of Rolla Municipal Utilities (RMU), 102 West 9th Street, Rolla, Missouri 65402-0767, at which time they will be opened. Bids shall be submitted in a sealed envelope, clearly marked **“RFB #25-113: Electric Conduit Installation – The Highlands”**. All bidding Contractors shall be expected to review the scope of the work with a representative of Rolla Municipal Utilities prior to bidding.

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Rolla Municipal Utilities is an Equal Opportunity and Americans with Disabilities Act employer.

CONTRACT DOCUMENTS and SPECIFICATIONS

Electric Conduit Installation – The Highlands

Job Number 1889

Request for Bidders Number 25-113

for

ROLLA MUNICIPAL UTILITIES

in

ROLLA, MISSOURI

~ April 2025 ~



ROLLA MUNICIPAL UTILITIES
102 WEST 9TH STREET
P.O. Box 767
ROLLA, MISSOURI 65402-0767

CONTRACT DOCUMENTS and SPECIFICATIONS

Electric Conduit Installation – The Highlands

Job Number 1889

Request for Bidders Number 25-113

for

ROLLA MUNICIPAL UTILITIES

in

ROLLA, MISSOURI

~ April 2025 ~



I hereby certify that these specifications were prepared and revised under my direct supervision, and that I am a duly registered Professional Engineer in the State of Missouri.

Signature

ROLLA MUNICIPAL UTILITIES
102 WEST 9TH STREET
P.O. Box 767
ROLLA, MISSOURI 65402-0767

ROLLA MUNICIPAL UTILITIES
102 WEST 9TH STREET
ROLLA, MISSOURI 65402-0767
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There is the potential in this project for OWNER to allow non-RMU utilities, such as telecommunications providers, to place their infrastructure items into some or all of the trenches excavated in this project. In these cases, RMU will charge those utilities a pro-rated charge for the length of trench(es) that they utilize.

All bidding Contractors shall be expected to review the scope of the work with a representative of RMU and to contact RMU with any questions they may have about the project. Prior to bidding.

Bid documents, specifications, and a set of 11"x17" plans may be obtained, without deposit, from the Rolla Municipal Utilities' Business Office located at: 102 West 9th Street, P.O. Box 767, Rolla, Missouri 65402-0767, Attention Dale Brown. Bid documents will be available Friday April 4, 2025, at 8:00 a.m. and can be picked up Monday through Friday, from 8:00 a.m. to 5:00 p.m. Bid documents can also be downloaded at <https://rmurolla.org/about-us/bids/>.

Bids will be accepted until **10:00 a.m. on Wednesday April 16, 2025**, in the Business Office of Rolla Municipal Utilities (RMU), 102 West 9th Street, Rolla, Missouri, at which time they will be opened. Bids shall be submitted in a sealed envelope and clearly marked **RFB #25-113: Electric Conduit Installation – The Highlands**". The Bid Proposal form, Bid Quotation form, Affidavit of Compliance with §285.530 RSMo, and Certificate of Citizenship, as a minimum, are to be submitted to RMU by all Bidders. RMU reserves the right to reject any and all bids.

The successful Contractor shall be expected to proceed upon receipt of an executed copy of the Contract Agreement and a written NOTICE TO PROCEED from RMU. The timeline for the work will be as needed dependent upon scheduling of the site development. Payment shall be based on project milestones completed as outlined in Article 9 of the General Conditions of the Contract for Construction of the Contract Documents.

Rolla Municipal Utilities is an Equal Opportunity and Americans with Disabilities Act employer.

RFB #25-113: ELECTRIC CONDUIT INSTALLATION – THE HIGHLANDS**INSTRUCTIONS AND INFORMATION FOR BIDDERS, BID PROPOSAL, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, TECHNICAL SPECIFICATIONS, RELATED DOCUMENTS, AND EXHIBITS****~ TABLE OF CONTENTS ~**

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Instructions to Bidders

1. BIDDERS are expected to review the scope of the work with a representative of RMU and to contact RMU with any questions they may have about the project prior to bidding.
2. The following documents, as a minimum, are to be submitted to Rolla Municipal Utilities by BIDDER, and will hereby be referred to as the "BID PROPOSAL":
 - A. Bid Proposal
 - B. Quotation Form
 - C. Certificate of Citizenship
 - D. Affidavit of Compliance with § 285.530 RSMo
3. Bids must be submitted in a sealed envelope, properly identified on the outside with the project name, **"RFB #25-113: Electric Conduit Installation – The Highlands"**. Attached to the BID PROPOSAL shall be any applicable information or specification sheets, properly filled out, for the items bid.
4. Bids will be accepted until **10:00 a.m. on Wednesday April 16, 2025**, in the Business Office of the Rolla Municipal Utilities (RMU), 102 West 9th Street, Rolla, Missouri, at which time they will be opened.
5. Rolla Municipal Utilities reserves the right to accept or reject any and/or all bids.
6. It will be RMU's intent to accept the low competent bid if it meets specifications and conditions.
7. All bids shall meet or exceed specifications.
8. Any exceptions to these terms or conditions or deviations from written specifications shall be clearly denominated as such and shown in writing and attached to the BID PROPOSAL.
9. BIDDERS are cautioned to verify their BID PROPOSAL before submission as requests for amendments, withdrawals, or proposals, if received by RMU after the time specified for opening, will not be considered.
10. In the event of discrepancies between BIDDER's "Per Unit" price quotation and "Extended Total" quotation, the "Per Unit" quotation shall prevail.

Information for Bidders

I. CONTRACT DOCUMENTS

- A. Plans, specifications, and other Contract Documents, pursuant to which work is to be done, may be reviewed or purchased by contacting Dale Brown at the RMU Business Office, located at 102 W. 9th Street, P.O. Box 767, Rolla, MO 65402-0767. Documents will be available for pick up during normal business hours, Monday-Friday, 8:00 am to 5:00 pm.
- B. The number of sets obtainable by any one party may be limited in accordance with the available supply.

II. BIDDER'S OBLIGATION

- A. Before submitting BID PROPOSALS, each BIDDER shall carefully examine drawings, specifications, and related Contract Documents, and become fully informed as to all existing conditions, facilities, restrictions, and other matters which can affect the work or the cost thereof.
- B. A representative of each BIDDER is expected to attend the pre-bid conference at RMU's business office.
- C. Each BIDDER shall include in its BID PROPOSAL the cost of all work and materials required to complete the Contract.
- D. Failure or omission of any BIDDER to receive or examine any form, instrument, addendum, or other document, or to attend the Pre-bid meeting and become acquainted with existing conditions, shall in no way relieve it from any obligation with respect to its BID PROPOSAL or Contract, and no extra compensation will be allowed by reason of any thing or matter concerning which BIDDER should have become fully informed prior to bidding.
- E. Submission of BID PROPOSALS shall be deemed acceptance of the above obligations and each and every obligation required to be performed by all of the Contract Documents in the event the BID PROPOSAL is accepted.

III. DOCUMENT INTERPRETATION

- A. If any prospective BIDDER has any doubt as to the true meaning of any part of the specifications, drawings, or Contract Documents, the BIDDER shall submit a written request to RMU ENGINEERING MANAGER for an interpretation.
- A. BID PROPOSALS will be received for construction of water main, with Work sites in Rolla, Missouri.
- B. BIDDERS shall apportion each Base Bid between various phases of the work, as stipulated in the BID PROPOSAL forms. All work is to be done as defined in specifications and as indicated on drawings.
- C. BID PROPOSALS are to be presented in sealed envelopes which are to be plainly marked: **"RFB #25-113: Electric Conduit Installation – The Highlands"**, and mailed or delivered to the place specified in the **NOTICE TO BIDDERS**. BIDDERS shall be responsible for actual delivery of BID PROPOSALS during business hours, and it shall not be sufficient to show that a BID PROPOSAL was mailed in time to be received before the scheduled closing time for receipt of BID PROPOSAL. BID PROPOSALS received after the scheduled closing time will not be considered.

- D. BIDDER'S BID PROPOSAL shall include all city, state and federal sales, excise and similar taxes which may be lawfully assessed and all permits, governmental fees and licenses in connection with its performance of work and purchase of materials to be incorporated in the work. RMU is a tax exempt, not-for-profit organization in the State of Missouri (Chapter 144 RSMo). All materials purchased for this Project shall be purchased without sales tax. Missouri Tax ID #14165830.
- E. No BIDDER shall stipulate in its BID PROPOSAL any conditions not contained in the BID PROPOSAL or Contract Documents.
- F. Rolla Municipal Utilities reserves the right to waive informalities in BID PROPOSALS and to reject any or all BID PROPOSALS.

IV. MODIFICATION AND WITHDRAWAL OF BID

- A. BIDDER may withdraw its BID PROPOSAL at any time prior to scheduled closing time for receipt of BID PROPOSALS, but no BIDDER may withdraw its BID PROPOSAL after scheduled closing time for receipt of bids.
- B. In the event any BID PROPOSAL is withdrawn after the scheduled closing time for receipt of BID PROPOSALS, or BIDDER fails or refuses to execute Contracts in accordance with a BID PROPOSAL acceptable to RMU, then any other BID PROPOSALS submitted by such BIDDER may be considered by RMU to have been withdrawn by such action on the part of the BIDDER.
- C. Only letters, facsimiles, and other written requests (no emails) for modifications or corrections of previously submitted BID PROPOSALS, which are addressed in the same manner as BID PROPOSALS and are received by RMU prior to scheduled closing time for receipt of BID PROPOSALS, will be accepted under the following terms:
 - 1. Provided that any such written request, with the exception of facsimiles, is contained in a sealed envelope which is plainly marked **"RFB #25-113: Electric Conduit Installation – The Highlands"** on the outside of the envelope.
 - 2. RMU is satisfied that written confirmation of such modification over the signature of BIDDER was mailed prior to closing time. If such written confirmation is not received within two days from the date of closing, no consideration shall be given to the modification.

V. SIGNING OF BID PROPOSAL

- A. All BID PROPOSALS shall be executed in the manner required by law for such an entity for it to be a legally binding document.

VI. AWARD OF CONTRACT

- A. Subject to rights reserved, all work to be performed under these specifications will be awarded to one CONTRACTOR unless specifically modified.
- B. In awarding the Contract, RMU may take into consideration BIDDER'S ability to promptly handle the additional work, its skill, facilities, capacity, experience, ability, responsibility, previous work and financial standing, the quality, efficiency and construction of equipment proposed to be furnished, the period of time within which equipment is proposed to be furnished and delivered, and the necessity of prompt and efficient completion of work herein described. The inability of any BIDDER to meet the requirements mentioned above may be cause for rejection of that BIDDER's BID PROPOSAL.

VII. NOTICE TO PROCEED

- A. Within fourteen (14) days of CONTRACTOR'S receipt of the Award of Contract from RMU, CONTRACTOR will supply to RMU on the forms provided within, the following properly executed documents:

1. Contract Agreement
2. Certificates of Insurance **with Endorsements**
3. Hold Harmless Agreement
4. Waiver of Lien
5. Certificates of Insurance, and Endorsements
6. Proof of Rolla Business License
7. List of Subcontractors (*See Section 5.2 in the General Conditions.*)

After receipt and acceptable review by RMU of the above documents, RMU will return an executed Contract Agreement and NOTICE TO PROCEED to CONTRACTOR.

- B. CONTRACTOR must agree to commence work upon receipt of an executed copy of the Contract Agreement and a written "NOTICE TO PROCEED" from OWNER. The timeline for the work will be as needed dependent upon scheduling of the site development., as also stated in the NOTICE TO BIDDERS.

IX. NUMBER OF CONSTRUCTION DOCUMENTS

- A. RMU will furnish CONTRACTOR a copy of the executed Contract Agreement, along with the NOTICE TO PROCEED.
- B. RMU will furnish CONTRACTOR free of charge three (3) complete sets of plans and specifications for the work and all applicable subdivisions thereof.

Bid Proposal

BID PROPOSAL Submitted by: _____

To Rolla Municipal Utilities (RMU), Rolla, Missouri:

- I. This BID PROPOSAL is submitted for the Project entitled **RFB #25-113: Electric Conduit Installation – The Highlands**.
- II. In submitting this BID PROPOSAL, the undersigned declares that the only persons or parties interested in the BID PROPOSAL as principals are those named herein; and that the BID PROPOSAL is made without collusion with any other person, firm, or corporation.
- III. The undersigned further declares that the Contract Documents, plans, and specifications have been carefully examined, and that it is aware of the local conditions affecting the Contract and the detailed requirements of construction, and acknowledges that in making this BID PROPOSAL, it waives all right to plead any misunderstanding regarding the same.
- IV. The undersigned has by investigation of the site of the work and otherwise satisfied itself as to the nature and location of the work and has fully informed itself as to all conditions and matters which can in any way affect the work or the cost thereof.
- V. The undersigned further acknowledges and agrees that if this BID PROPOSAL is accepted, it is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to furnish all of the materials as specified, except such materials and/or work as are to be furnished by RMU, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- VI. The undersigned agrees it will execute the Contract Agreement and furnish the required proof of insurance coverage, and executed Hold Harmless Agreement within fourteen (14) days after receipt of the Award of Contract from RMU; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof. If any BIDDER shall withdraw its bid within said period, it shall be liable under the provisions of the Bid Security.

Please PRINT the following:

Date: _____

BIDDER Company Name: _____

Address: _____

City, State, & Zip: _____

Phone #: _____ e mail: _____

Name of BIDDER's authorized representative: _____

Signature of BIDDERS authorized representative: _____

Quotation Form

Bid price includes all labor, materials, except for those items specified to be furnished by OWNER (*See Section 2.2.8 of the General Conditions of the Contract for Construction*), forms and equipment necessary for constructing all electric improvements and performing the specified Work as shown on the plans and specifications. All prices shall cover complete installation of each item. Payment based on actual measured quantities. (*See Article 9 in the General Conditions of the Contract for Construction and Section 1.9 in the Technical Specifications of the Contract for Construction*.)

PLEASE NOTE: OWNER is a tax exempt, not-for-profit organization in the State of Missouri (Chapter 144 RSM0). All materials purchased for this Project shall be purchased without sales tax. Missouri Tax ID#14165830.

Items/Description

The Scope of Work for this project will consist of, but not be limited to, the installation of 13,500 feet of 4-inch underground PVC electrical conduit, 8,800 feet of 3-inch underground PVC electrical conduit, to include the excavation of all necessary trenching, the installation of all conduit sections, conduit elbows, and other conduit parts required into properly bedded trenches, of the required depth, in the locations specified in the plans, the proper filling of all trenches, and all required site remediation, as per the contract documents and project plans. for **RFB #25-113: Electric Conduit Installation – The Highlands**.

There is the potential in this project for OWNER to allow non-RMU utilities, such as telecommunications providers, to place their infrastructure items into some or all of the trenches excavated in this project. In these cases, RMU will charge those utilities a pro-rated charge for the length of trench(es) that they utilize.

LUMP SUM BID PRICE \$ _____

Please PRINT the following:

Date: _____

Company: _____

Address: _____

City, State & Zip: _____

Phone #: _____

e mail: _____

Name of BIDDER's Authorized Representative: _____

Signature of BIDDER's Authorized Representative: _____

Contract Agreement

THIS CONTRACT AGREEMENT is made and entered into on this ____ day of _____ 2025, by and between Rolla Municipal Utilities (RMU), hereafter called OWNER, and _____, hereafter called CONTRACTOR.

WITNESSETH: THAT WHEREAS, OWNER has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published an advertisement for and in connection with the construction of water main, with Work sites in Rolla, Missouri, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said CONTRACTOR, in response to such advertisement, has submitted to OWNER, in the manner and at the time specified, a sealed BID PROPOSAL in accordance with the terms of said advertisement; and

WHEREAS, OWNER, in the manner prescribed by law, has publicly opened, examined and canvassed the BID PROPOSALS submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid CONTRACTOR to be the best BIDDER for the said work, and has duly awarded to the said CONTRACTOR a Contract therefore, for the sum or sums named in CONTRACTOR'S BID PROPOSAL, a copy thereof being attached to and made a part of this Contract.

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, OWNER for itself and its successors, and CONTRACTOR for itself, and its successors as follows:

The Scope of Work for this project will consist of, but not be limited to, the installation of 13,500 feet of 4-inch underground PVC electrical conduit, 8,800 feet of 3-inch underground PVC electrical conduit, to include the excavation of all necessary trenching, the installation of all conduit sections, conduit elbows, and other conduit parts required into properly bedded trenches, of the required depth, in the locations specified in the plans, the proper filling of all trenches, and all required site remediation, as per the contract documents and project plans.

There is the potential in this project for OWNER to allow non-RMU utilities, such as telecommunications providers, to place their infrastructure items into some or all of the trenches excavated in this project. In these cases, RMU will charge those utilities a pro-rated charge for the length of trench(es) that they utilize.

ARTICLE I

That CONTRACTOR shall (a) furnish all tools, equipment, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials and supplies, specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by OWNER; Any manufactured goods or commodities used or supplied under this contract shall be manufactured or produced in the United States except where American Products are of limited availability or will significantly increase the cost of the overall contract; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Technical Specifications of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by OWNER'S official award of this Contract to the said CONTRACTOR, such award being based on the acceptance by OWNER of CONTRACTOR'S BID PROPOSAL, for construction of water main, with Work sites in Rolla, Missouri.

CONTRACTOR and all SUBCONTRACTORS to the Contract must require all on-site employees to complete the ten (10) hour construction safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so.

CONTRACTOR will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by CONTRACTOR or SUBCONTRACTOR, for each calendar day, or portion thereof, such employee is employed without the required training.

During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) may be employed under the Contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by CONTRACTOR and approved by the contracting officer.

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

ARTICLE II

That CONTRACTOR shall complete the work designated and described in the foregoing BID PROPOSAL and attached specifications, in accordance with the Notice to BIDDERS, Instruction to BIDDERS, Information to BIDDERS, Bid Proposal, Contract Agreement, Bid Quotation Form, General Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents form the Contract and are as fully a part hereof as if repeated verbatim herein.

ARTICLE III

That OWNER shall pay to CONTRACTOR for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications, and CONTRACTOR will accept as full compensation thereafter, for the sum (subject to adjustment as described in the Contract) of (\$ _____) for all work covered by and included in the Contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE IV

That CONTRACTOR shall commence work upon receipt from the OWNER of an executed copy of the Contract Agreement and a written NOTICE TO PROCEED. The timeline for the work will be as needed dependent upon scheduling of the site development.

It is further stipulated that in the event that CONTRACTOR fails to complete the work specified and required to be performed within the period of time specified, CONTRACTOR shall pay OWNER, as and for liquidated damages, and not as a penalty, the sum of Five hundred (\$500.00) per calendar day that CONTRACTOR shall be in default.

ARTICLE V

This Contract will not be binding upon OWNER until all required internal approvals are received by OWNER.

IN WITNESS, WHEREOF: The parties have executed this Contract as of the day and year first above written.

ROLLA MUNICIPAL UTILITIES (OWNER)

BY _____
Rodney Bourne, P.E., General Manager

ATTEST _____
(Proper Attestation)

CONTRACTOR

BY _____
Authorized Contractor Representative

ATTEST _____
(Proper Attestation)

TITLE: _____

DATE: _____

(Seal)

Certification of Citizenship

By affixing my signature below, I hereby certify, subject to penalties of perjury, I am the bidder or an authorized representative of the bidder and as such am authorized to make the following affirmation:

I am a United States Citizen or have been granted lawful permanent residence* of the United States. I understand that I am required by state law to provide proof of my citizenship, residency, and identity to bid on any contracts provided by an agency of state or local government.

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

*Pursuant to 208.009 RSMo, all applicants/bidders are required to provide proof of citizenship, identity, and residency at the time of applying for any state administered benefits or bidding on contracts provided by an agency of state or local government. **You must provide affirmative proof by providing one of the following: (1) COPY of your valid Missouri driver's license (2) any document that is recognized by the department of revenue (3) any document issued by the federal government that confirms an alien's lawful presence in the United States, with this bid.**

Employer Status

By affixing my Signature below, I hereby certify, subject to penalties of perjury, I am the bidder or an authorized representative of the bidder and as such am authorized to make the following affirmation: (Please select the statement that applies)

Do you have employees or subcontractors in connection with this bid in the state of Missouri?

____ NO

____ YES (If yes, you must complete the attached Affidavit of Compliance with Section 285.530 RSMo, along with enrolling in the federal worker authorization program and enclose evidence of such enrollment).

_____ Signature	_____ Title
--------------------	----------------

Date

Affidavit of Compliance with § 285.530 RSMo

For all Agreements in excess of \$5,000.00. Effective January 1, 2009

STATE OF _____ }

} ss

COUNTY OF _____ }

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally
appeared _____
(Name), who is the (Title) _____ of _____
(Name of Company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is
authorized to make this affidavit and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the
employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the
contracted services.

The terms used in this affidavit shall have the meaning set forth in § 285.500 RSMo. Documentation of participation
in a federal work authorization program is attached to this affidavit.

Printed Name: _____

Signature: _____

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

Notary Public

My commission expires: _____

(NOTARY SEAL)

Hold Harmless Agreement

We, _____
 (Contractor), agree to protect, indemnify, save and keep harmless Rolla Municipal Utilities (RMU)/City of Rolla against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever and whatsoever and will protect, indemnify and save and keep harmless the above mentioned party from any and all claims, costs or expense arising out of any failure of Contractor in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance, during the period commencing _____.

Authorized Representative to fill out the following:

Please print -

By _____

Title _____

Date _____

Signature _____

(Authorized Representative)

STATE OF MISSOURI

}

}

ss

COUNTY OF

}

On this _____ day of _____, 20____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that (s)he is the _____ of

_____, and that the seal affixed to said instrument is the corporate

seal of said corporation by authority of its board of directors, and the said _____

acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: _____

(Seal)

Notary Public Signature: _____

Waiver of Lien

, 20

STATE OF MISSOURI }
COUNTY OF _____ } ss.

TO WHOM IT MAY CONCERN:

WHEREAS _____, the undersigned, has been contracted by ROLLA MUNICIPAL UTILITIES (RMU) to, and as specified in **RFB #25-113: Electric Conduit Installation – The Highlands**, for RMU in Rolla, Missouri, situated in the County of Phelps, State of Missouri.

NOW, THEREFORE KNOW YE, that the undersigned for and in consideration of the sum of _____ Dollars (\$ _____) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim, or right to lien on said above described facilities and premises under the statutes of the State of Missouri relating to Mechanic's Liens, on the above described facilities and premises and on any money, or warrants due or to become due to Contractor from RMU for the above described premises, through the total completion of the project as approved by ROLLA MUNICIPAL UTILITIES (RMU)

CONTRACTOR:

By _____
(Contractor's Authorized Representative)

Date _____

ATTEST: _____

(Corporate Seal)

Date _____

NOTICE OF AWARD

To: Name of Company
Street Address
City, ST ZIP CODE

Project Description: **RFB #25-113: “Electric Conduit Installation – The Highlands”**. The Scope of Work for this project will consist of, but not be limited to, the installation of 13,500 feet of 4-inch underground PVC electrical conduit, 8,800 feet of 3-inch underground PVC electrical conduit, to include the excavation of all necessary trenching, the installation of all conduit sections, conduit elbows, and other conduit parts required into properly bedded trenches, of the required depth, in the locations specified in the plans, the proper filling of all trenches, and all required site remediation, as per the contract documents and project plans.

There is the potential in this project for OWNER to allow non-RMU utilities, such as telecommunications providers, to place their infrastructure items into some or all of the trenches excavated in this project. In these cases, RMU will charge those utilities a pro-rated charge for the length of trench(es) that they utilize.

Rolla Municipal Utilities has considered your bid dated Month DD, 202X for the above-described WORK in response to its Request for Bids and specifications.

You are hereby notified that your BID has been accepted for **RFB #25-113: “Electric Conduit Installation – The Highlands”**. in the amount of \$XXX,XXX.00.

As stated on the Bid Quotation, you are required to present to RMU (attn. Dale Brown) the following documents, fully executed, within fourteen (14) days from the date of this Notice:

- Completed Contract Documents
 - o Contract Agreement:
 - o Certification of Citizenship
 - o Affidavit of Compliance with §285.530 RSMo
 - o Hold Harmless Agreement
 - o Waiver of Lien
- Certificate(s) of Insurance and Endorsement(s)
- Proof of Rolla Business License
- List of Subcontractors *(See Section 5.2 in the General Conditions.)*

You are required to return an acknowledged copy of this Notice of Award to RMU, attn. Dale Brown.

Dated this Weekday, Month DD, 20XX.

Rolla Municipal Utilities
Owner

Dale Brown
Printed Name of Authorized Representative

Signature of Authorized Representative

Engineer 1
Title of Authorized Representative

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the Notice of Award, dated Weekday, Month DD, 20XX from Rolla Municipal Utilities for the **RFB #25-113: “Electric Conduit Installation – The Highlands”**, project is hereby acknowledged by:

(Name of Contractor here) on this, the _____ day of _____, 202X

Print Name of Contractor Authorized Representative

Signature of Contractor Authorized Representative

Title Contractor of Authorized Representative

NOTICE TO PROCEED

To: Name of Company
Street Address
City, ST ZIP CODE

Project Description: **RFB #25-113: Electric Conduit Installation – The Highlands.** The Scope of Work for this project will consist of, but not be limited to, the installation of 13,500 feet of 4-inch underground PVC electrical conduit, 8,800 feet of 3-inch underground PVC electrical conduit, to include the excavation of all necessary trenching, the installation of all conduit sections, conduit elbows, and other conduit parts required into properly bedded trenches, of the required depth, in the locations specified in the plans, the proper filling of all trenches, and all required site remediation, as per the contract documents and project plans.

There is the potential in this project for OWNER to allow non-RMU utilities, such as telecommunications providers, to place their infrastructure items into some or all of the trenches excavated in this project. In these cases, RMU will charge those utilities a pro-rated charge for the length of trench(es) that they utilize.

You are hereby notified that your BID has been accepted for Rolla Municipal Utilities' Project Name, as given in the Project description project in the amount of \$XXX.XX.XX. [Use same verbiage here as in the third paragraph in the Notice of Award document.]

You are hereby notified to commence work in accordance with RFB #25-113. The timeline for the work will be as needed dependent upon scheduling of the site development.

Dated this Xxxday, Month XX, 20XX.

Owner

Rolla Municipal Utilities

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Engineer 1

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed, dated Weekday, Month DD, 20XX from Rolla Municipal Utilities for the **RFB #25-113: “Electric Conduit Installation – The Highlands”**, project is hereby acknowledged by:

(Name of Contractor here) on this, the _____ day of _____, 202X

Print Name of Contractor Authorized Representative

Signature of Contractor Authorized Representative

Title of Contractor Authorized Representative

SAMPLE

APPLICATION FOR PAYMENT

PROJECT: RFB #25-113: "Electric Conduit Installation – The Highlands"

Location(s): _____

Payment Number: _____ Contract \$ _____ % Complete _____

Contract Days _____
 Days Used _____
 Days Remaining _____
 Completion Date _____

To Owner: Rolla Municipal Utilities
 P.O. Box 767
 102 west 9th Street
 Rolla, MO 65401

From Contractor: _____

From _____, 20____ To _____, 20____

Item Number and Description	Units			Completed		
	Contract	Add	Deduct	Units	Unit Price	Total Cost
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$

Total Value of Completed Work \$ _____
 Less 10% Retained for Completed Work \$ _____
 Deductions \$ _____
 Total Amount Due to Date \$ _____
 Less Previous Payment(s) \$ _____
 Net Amount Due to Date \$ _____

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous payments were received from the Owner, and that current payment shown herein is now due.

Signature of Contractor's Authorized Representative _____ Date _____

APPROVED FOR PAYMENT by RMU Engineering Manager _____ Date _____

*NOTE: Application for Payment must be submitted no later than the first business day of each month, supported by data substantiating the Contractor's right to payment in accordance with Article 9 of the General Specifications. This shall include certified payroll records as required by the Missouri Division of Labor Standard (MoDLS). (See General Specifications, Article 9, Payments and Completion.)

General Conditions of the Contract for Construction

ARTICLE 1: CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS The Contract Documents consist of the Contract Agreement, the Conditions of the Contract (General Conditions and Technical Specifications), the Drawings, the Specifications, and all Addenda issued prior to, and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation and/or approval issued by the Rolla Municipal Utilities' (RMU) ENGINEERING MANAGER pursuant to Subsection 3.2.8, or (4) a written order for a minor change in the Work issued by the RMU ENGINEERING MANAGER pursuant to Section 12.4.

1.1.2 THE CONTRACT The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only as defined in Subsection 1.1.1.

1.1.3 THE WORK The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT The Project is the total construction of the Work performed under the Contract.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by OWNER and CONTRACTOR.

1.2.2 By executing the Contract Documents CONTRACTOR represents that its representative has visited the sites and become familiar with the local conditions under which the Work is to be performed.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and proprietary documents thereof furnished by OWNER are and shall remain the property of Rolla Municipal Utilities. They are to be used with respect to this Project and are not to be reproduced or used on any other project.

ARTICLE 2: OWNER

2.1 DEFINITION

2.1.1 Rolla Municipal Utilities (RMU) is the entity identified as OWNER in the Contract Agreement. Rolla Municipal Utilities is a part of the City of Rolla, Missouri.

2.2 INFORMATION, SERVICES, AND MATERIAL SUPPLIED BY THE OWNER

2.2.1 OWNER shall, at the request of CONTRACTOR, at the time of execution of the Contract Agreement, furnish to CONTRACTOR reasonable evidence that OWNER has made financial arrangements to fulfill its obligation under the Contract. Unless such reasonable evidence is furnished, CONTRACTOR is not required to execute the Contract Agreement or to commence the Work.

2.2.2 OWNER shall furnish all surveys describing the physical characteristics, restrictions of record, utility locations, rights-of-way and easements for the site of the Project.

2.2.3 Except as provided in Section 4.9, OWNER shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.4 Information or services under OWNER'S control shall be furnished by OWNER with reasonable promptness to avoid delay in the orderly progress of the Work.

2.2.5 Unless otherwise provided in the Contract Documents, CONTRACTOR will be furnished, free of charge, three (3) copies of Drawings and Specifications reasonably necessary for the execution of the Work.

2.2.6 OWNER shall forward all instructions to CONTRACTOR through the ENGINEERING MANAGER.

2.2.7 The foregoing is in addition to other duties and responsibilities of OWNER enumerated herein and especially those in respect to Work by OWNER or by Separate CONTRACTORS, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

2.2.8 OWNER shall furnish the following materials out of the OWNER's stock to CONTRACTOR for completion of the work:

- 13,500 feet of 4-inch Schedule 40 PVC Electric Conduit
- 4-inch Schedule 40 PVC Electric Conduit Long-Sweep Elbows – Quantity as Needed
- 8,800 feet of 3-inch Schedule 40 PVC Electric Conduit
- 3-inch Schedule 40 PVC Electric Conduit Long-Sweep Elbows – Quantity as Needed

All material, with the exception of the full depth granular material, is located at the RMU Service Department, 811 Highway O, Rolla, Missouri. CONTRACTOR shall pick up material provided by OWNER at this location. CONTRACTOR shall order material for full depth granular from the local supplier specified by RMU and the supplier will bill RMU directly. All other materials required to complete the project are the responsibility of CONTRACTOR

2.2.9 All additional materials not included in Section 2.2.8 required to complete the Work are the responsibility of CONTRACTOR, and shall include, but are not limited to, the following:

- None

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If CONTRACTOR fails to correct defective Work as required by Section 13.2 or fails to carry out the Work in accordance with the Contract Documents, OWNER, by a written order signed by the RMU General Manager and ENGINEERING MANAGER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from OWNER to commence and continue correction of such default or neglect with diligence and promptness, OWNER may, after seven days following receipt by CONTRACTOR of an additional written notice and without prejudice to any other remedy OWNER may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due CONTRACTOR the cost of correcting such deficiencies including compensation for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due to CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER within thirty days of being invoiced therefor.

ARTICLE 3: ENGINEERING MANAGER

3.1 DEFINITION

3.1.1 The ENGINEERING MANAGER is the person lawfully licensed to practice engineering in Missouri, and an employee of OWNER, and is referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "ENGINEERING MANAGER" means the ENGINEERING MANAGER or their authorized representative.

3.2 ADMINISTRATION OF THE CONTRACT

3.2.1 The ENGINEERING MANAGER will provide administration of the Contract as hereinafter described.

3.2.2 The ENGINEERING MANAGER will advise and consult with appropriate OWNER representatives. OWNER'S instructions to CONTRACTOR shall be forwarded through the ENGINEERING MANAGER. The ENGINEERING MANAGER will have authority to act on behalf of OWNER only to the extent provided in the Contract Documents.

3.2.3 The ENGINEERING MANAGER will visit the site at intervals appropriate to the stage of construction to monitor the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The ENGINEERING MANAGER will make on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, the ENGINEERING MANAGER will endeavor to protect OWNER against defects and deficiencies in the Work of CONTRACTOR.

3.2.4 The ENGINEERING MANAGER will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents. The ENGINEERING MANAGER will not be responsible for or have control or charge over the acts or omissions of CONTRACTOR, SUBCONTRACTORS, or any of their agents or employees.

3.2.5 The ENGINEERING MANAGER shall at all times have access to the Work wherever it is in preparation and progress. CONTRACTOR shall provide facilities for such access so the ENGINEERING MANAGER may perform necessary functions under the Contract Documents.

3.2.6 Based on the ENGINEERING MANAGER's observations and an evaluation of CONTRACTOR'S Applications for Payment, the ENGINEERING MANAGER will determine the amounts owed to

CONTRACTOR, and with OWNER'S knowledge and permission, will issue Certificates for Payment in such amounts, as provided in Section 9.3.

3.2.7 The ENGINEERING MANAGER, with OWNER'S knowledge and permission, shall have authority to reject Work which does not conform to the Contract Documents. Whenever, with OWNER'S knowledge and permission, the ENGINEERING MANAGER considers it necessary or advisable for the implementation of the intent of the Contract Documents, the ENGINEERING MANAGER will have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. However, neither the ENGINEERING MANAGER's authority to act under this Section 3.2, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the ENGINEERING MANAGER to CONTRACTOR, any SUBCONTRACTOR, any of their agents or employees, or any other person performing any of the Work.

3.2.8 The ENGINEERING MANAGER will review and give written approval or take other appropriate action upon CONTRACTOR'S submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken after approval by OWNER and with reasonable promptness so as to cause no delay. The ENGINEERING MANAGER's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.2.9 The ENGINEERING MANAGER will prepare Change Orders in accordance with Article 12 and will have authority to order minor changes in the Work as provided in Section 12.4.

3.2.10 The ENGINEERING MANAGER will conduct inspections to determine the dates of substantial completion and final completion, will receive and review written warranties and related documents required by the Contract and assembled by CONTRACTOR, and will approve final application of payment upon compliance with the requirements of Section 9.9.

ARTICLE 4: CONTRACTOR

4.1 DEFINITION

4.1.1 CONTRACTOR is the person or entity identified as such in the Contract Agreement and is referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "CONTRACTOR" means the CONTRACTOR or its authorized representative.

4.2 EMPLOYMENT REQUIREMENTS

4.2.1 During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) may be employed under the Contract except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by CONTRACTOR and approved by the contracting officer.

4.2.2 Every transient employer, as defined in Section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment

security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

4.3 OSHA SAFETY TRAINING

4.3.1 CONTRACTOR and all SUBCONTRACTORS to the Contract must require all on-site employees to complete the ten (10) hour construction safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so.

4.3.2 CONTRACTOR will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by CONTRACTOR or SUBCONTRACTOR, for each calendar day, or portion thereof, such employee is employed without the required training.

4.4 REVIEW OF CONTRACT DOCUMENTS

4.4.1 CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the ENGINEERING MANAGER any error, inconsistency or omission discovered. CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.5 SUPERVISION AND CONSTRUCTION PROCEDURES

4.5.1 CONTRACTOR shall supervise and direct the Work, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.5.2 CONTRACTOR shall be responsible to OWNER for the acts and omissions of its employees, agents, and SUBCONTRACTORS and their agents and employees, and other persons performing any of the Work under a contract with CONTRACTOR.

4.5.3 CONTRACTOR shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the ENGINEERING MANAGER in his administration of the Contract, or by inspections, tests or approvals required or performed under Section 7.7 by persons other than CONTRACTOR.

4.6 LABOR AND MATERIALS

4.6.1 Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, water & electric utilities, portable sanitary facilities, trash, transportation, and other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.6.2 The OWNER is a tax exempt, not-for-profit organization in the State of Missouri. All materials purchased by CONTRACTOR for this Project shall be purchased without sales tax. Missouri Tax ID #14165830.

4.6.3 CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work anyone not skilled in the task assigned.

4.6.4 All work shall be done during the day between the hours of 7:00 a.m. and 6:00 p.m. No work shall be done on Saturdays, Sundays, or Holidays observed by OWNER. Any deviation must be approved by OWNER.

4.7 BARRICADES

- 4.7.1 CONTRACTOR shall be responsible for providing all barricades and warning devices to warn and alert drivers of hazards created by construction activities in or near the traveled way, and to guide and direct drivers safely past hazards.
- 4.7.2 Barricades shall conform to the pertinent sections of the current edition of the Manual on Uniform Traffic Control Devices, published by the Federal Highway Administration.
- 4.7.3 Barricade warning lights shall be required when hazards are left unattended overnight and shall conform to the pertinent sections of the current edition of the Manual of Uniform Traffic Control Devices, published by the Federal Highway Administration. Open flame lanterns or torches will not be allowed.
- 4.7.4 Barricades and warning lights shall be placed as to adequately warn motorists of hazards, as well as to protect workers, or as directed by the ENGINEERING MANAGER.

4.8 WARRANTY

4.8.1 CONTRACTOR warrants to OWNER that all materials and equipment furnished by CONTRACTOR under this Contract will be new, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the ENGINEERING MANAGER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Section 13.2.

4.9 PERMITS, FEES, AND NOTICES

4.9.1 Unless specified in Subsection 2.2, CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

4.9.2 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.9.3 It is the responsibility of CONTRACTOR to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If CONTRACTOR observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the ENGINEERING MANAGER in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.9.4 If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEERING MANAGER, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.10 SUPERINTENDENT

4.10.1 The CONTRACTOR shall employ a competent superintendent, who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent CONTRACTOR and all communications given to the superintendent shall be as binding as if given to CONTRACTOR. Important communications shall be confirmed in writing. Other communication shall be so confirmed on written request in each case.

4.11 SCHEDULE OF WORK

4.11.1 CONTRACTOR shall prepare a detailed schedule of all construction operations that shall not

only indicate the sequence of Work, but also the expected time of starting and completion of each part, and this Schedule of Work shall be submitted with CONTRACTOR's Bid Documents.

4.11.2 CONTRACTOR shall perform its Work in accordance with the Schedule of Work submitted with CONTRACTOR'S Bid Documents.

4.11.3 If conditions beyond the control of CONTRACTOR justify, and OWNER approves a deviation from the above expected time, CONTRACTOR shall modify the Schedule of Work in accordance with the approved change. OWNER may require CONTRACTOR, at CONTRACTOR'S sole expense, to add to its forces as well as increase the working hours if operations fall behind the approved schedule to an extent that the completion of the Work within the specified time appears doubtful.

4.12 DOCUMENTS AND SAMPLES AT THE SITE

4.12.1 CONTRACTOR shall maintain at the site for OWNER one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These documents shall be available to the ENGINEERING MANAGER upon request. These drawings and as-built drawings, modified to reflect all changes made during construction, shall be delivered to OWNER upon completion of the Work.

4.13 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.13.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CONTRACTOR or any SUBCONTRACTOR, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.13.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate a material, product or system for some portion of the Work.

4.13.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.13.4 CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of OWNER or any separate CONTRACTOR, all Shop Drawings, Product Data and Samples required by the Contract Documents to the ENGINEERING MANAGER.

4.13.5 By approving and submitting Shop Drawings, Product Data and Samples, CONTRACTOR represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and each is appropriate and accurate.

4.13.6 CONTRACTOR shall specifically inform the ENGINEERING MANAGER in writing of any deviation from the requirements of the Contract Documents at the time of submission of Shop Drawings, Product Data, or Samples. The ENGINEERING MANAGER'S approval of Shop Drawings, Product Data or Samples shall not relieve CONTRACTOR from responsibility for errors, omissions, or defects therein.

4.13.7 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the ENGINEERING MANAGER in writing as provided in Section 3.2. All such portions of the Work shall be in accordance with approved submittals.

4.14 USE OF SITE

4.14.1 CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.15 CUTTING AND PATCHING OF WORK

4.15.1 CONTRACTOR shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.15.2 CONTRACTOR shall not damage or endanger any portion of the Work or the Work of OWNER by cutting, patching, or otherwise altering any work, or by excavation, except with the written consent of OWNER. OWNER shall not unreasonably withhold from CONTRACTOR its consent to cutting or otherwise altering the Work.

4.16 CLEANING UP

4.16.1 CONTRACTOR shall, at all times, keep the construction site free from accumulation of waste materials or rubbish caused by its operations. Surplus materials, tools, and temporary structures shall be removed by CONTRACTOR. All rubbish shall be removed by CONTRACTOR and properly disposed of in accordance with applicable law. The construction site shall be left clean to the satisfaction of OWNER. Clean-up shall be done on a regular schedule, keeping pace with construction progress. At the completion of the Work, it shall remove all its waste materials and rubbish from the Project as well as all its tools, construction equipment, machinery, and surplus materials.

4.16.2 If CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so as provided in Section 2.4 and the cost thereof shall be charged to CONTRACTOR.

4.17 COMMUNICATIONS

4.17.1 CONTRACTOR shall forward all communications to OWNER through the ENGINEERING MANAGER.

4.18 ROYALTIES AND PATENTS

4.18.1 CONTRACTOR shall pay any and all royalties and license fees in connection with the Project. It shall defend all suits and hold OWNER harmless for infringement of any patent or copyright or similar intellectual property rights.

4.19 INDEMNIFICATION

4.19.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and Hold Harmless OWNER and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 4.19.

4.19.2 In any and all claims against OWNER or any of its agents or employees by any employee of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of the above or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 4.19 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 5: SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A SUBCONTRACTOR is a person or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term "SUBCONTRACTOR" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a SUBCONTRACTOR or his authorized representative. The term "SUBCONTRACTOR" does not include any separate CONTRACTOR or his SUBCONTRACTORS.

5.1.2 A Sub-SUBCONTRACTOR is a person or entity who has a direct or indirect contract with a SUBCONTRACTOR to perform any of the Work at the site. The term "SUB-SUBCONTRACTOR" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a SUB-SUBCONTRACTOR or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by Contract Documents or the Bidding Documents, CONTRACTOR, within 14 days after the receipt of the Award of the Contract, shall furnish to the ENGINEERING MANAGER in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The ENGINEERING MANAGER will reply within seven (7) working days to CONTRACTOR in writing stating whether or not, after due investigation, he has reasonable objection to any such proposed person or entity. Failure of the ENGINEERING MANAGER to reply after seven (7) working days shall constitute notice of no reasonable objection.

5.2.2 CONTRACTOR shall not contract with any such proposed person or entity to whom OWNER has made reasonable objection under the provisions of Section 5.2. CONTRACTOR shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If OWNER has reasonable objection to any such proposed person or entity, CONTRACTOR shall submit a substitute to whom OWNER has no reasonable objection.

5.2.4 CONTRACTOR shall make no substitution for any SUBCONTRACTOR, person, or entity previously selected if OWNER makes a reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, CONTRACTOR shall require each SUBCONTRACTOR, to the extent of the Work to be performed by the SUBCONTRACTOR, to be bound to CONTRACTOR by the terms of the Contract Document, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by these Documents, assumes toward OWNER. Said agreement shall preserve and protect the rights of OWNER under the Contract Documents with respect to the Work to be performed by the SUBCONTRACTOR so that the subcontracting thereof will not prejudice such rights, and shall allow to the SUBCONTRACTOR, unless specifically provided otherwise in the CONTRACTOR- SUBCONTRACTOR Agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by these Documents, has against OWNER. Where appropriate, CONTRACTOR shall require each SUBCONTRACTOR to enter into similar agreements CONTRACTOR shall make available to each proposed SUBCONTRACTOR, prior to the execution of the Subcontract, copies of the Contract Documents to which the SUBCONTRACTOR will be bound by this Section 5.3 and identify to the SUBCONTRACTOR any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each SUBCONTRACTOR shall similarly make copies of such Documents available to their Sub-SUBCONTRACTORS.

ARTICLE 6: WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 OWNER reserves the right to perform work related to the Project with its own forces and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. CONTRACTOR claims that delay or additional cost is involved because of such action by OWNER, it shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term CONTRACTOR in the Contract Documents in each case shall mean the CONTRACTOR who executes each separate OWNER-CONTRACTOR Contract Agreement.

6.1.3 OWNER will provide for the coordination of the Work of its own forces and of each separate CONTRACTOR with the Work of CONTRACTOR, who shall cooperate therewith as provided in Section 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 CONTRACTOR shall afford OWNER and separate CONTRACTORS reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work and shall connect and coordinate its Work with theirs as required by the Contract Documents.

6.2.2 If any part of CONTRACTOR'S Work depends, for proper execution or results, upon the Work of OWNER or any separate CONTRACTOR, CONTRACTOR shall, prior to proceeding with the Work, promptly report to the ENGINEERING MANAGER any apparent discrepancies or defects in such other work that renders it unsuitable for such proper execution and results. Failure of CONTRACTOR so to report shall constitute an acceptance of OWNER'S or separate CONTRACTORS' work as fit and proper, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed Work shall be borne by the party responsible for the defective or ill-timed work.

6.2.4 Should CONTRACTOR wrongfully cause damage to the Work or property of OWNER, or to other work on the site, CONTRACTOR shall promptly remedy such damage as provided in Subsection 10.2.5.

6.2.5 Should CONTRACTOR wrongfully cause damage to the Work or property of any separate CONTRACTOR, CONTRACTOR shall upon due notice promptly attempt to settle with such other CONTRACTOR by agreement, or otherwise to resolve the dispute. If such separate CONTRACTOR sues or initiates an arbitration proceeding against OWNER on account of any damage alleged to have been caused by CONTRACTOR, OWNER shall notify CONTRACTOR who shall defend such proceedings at CONTRACTOR'S expense, and if any judgement or award against OWNER arises therefrom the CONTRACTOR shall pay or satisfy it and shall reimburse OWNER for all attorneys' fees and court or arbitration costs which OWNER has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between CONTRACTOR and separate CONTRACTORS as to their responsibility for cleaning up as required by Section 4.16, OWNER may clean up and charge the cost thereof to the CONTRACTOR responsible therefor as the ENGINEERING MANAGER shall determine to be just.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by Missouri law.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 OWNER and CONTRACTOR shall each bind itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of OWNER.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the entity which gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by OWNER or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the CONTRACTOR shall give the ENGINEERING MANAGER timely notice so the ENGINEERING MANAGER may observe such inspection, testing or approval. CONTRACTOR shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, CONTRACTOR shall bear all costs of other inspections, tests or approvals.

7.7.2 If OWNER determines that any Work requires special inspection, testing, or approval which Section 7.7 does not include, it will instruct CONTRACTOR to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, CONTRACTOR shall bear all costs thereof, otherwise OWNER shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by CONTRACTOR and promptly delivered by it to the ENGINEERING MANAGER.

7.7.4 The ENGINEERING MANAGER is to observe the inspections, tests or approvals required by the Contract Documents.

7.8 INTEREST

7.8.1 Payments due and unpaid under the Contract Documents shall bear interest from 30 days of due date at the amount specified in the Missouri statutes for interest on judgements.

7.9 PROTEST PROVISIONS

7.9.1 In the event that a protest, dispute, or claim arises out of procurements as related to this Contract, the following procedures shall be followed for filing, review and resolving said protest, dispute, or claim:

- A. File written protest with the ENGINEERING MANAGER within five (5) working days of occurrence citing:
 1. Basis of protest or claim.
 2. Contract provision relating to protest or claim.
- B. Within fourteen (14) days of receipt of protest, OWNER will act upon the claim in one of the following actions:
 1. Deny the claim.
 2. Concur and agree to the claim.
 3. Establish a date within fourteen (14) days for a hearing for the protester to show cause for the claim to the Rolla Board of Public Works.

7.10 ARBITRATION

7.10.1 All claims, disputes and other matters in question between CONTRACTOR and OWNER arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Subsection 9.9.5, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. No arbitration shall include by consolidation, joinder or in any other manner, parties other than OWNER, CONTRACTOR and any other persons substantially involved in a common question of fact or law, whose presence is required if complete relief is to be accorded in the arbitration. No person other than OWNER or CONTRACTOR shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Contract Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.2 Notice of the demand of arbitration shall be filed in writing with the other party of the Contract Agreement and with the American Arbitration Association. The demand for arbitration shall be made within 30 days where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.3 Unless otherwise agreed in writing, CONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and OWNER shall continue to make payments to CONTRACTOR in accordance with the Contract Documents.

7.11 NON-DISCRIMINATION

7.11.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex in connection with the performance of work under this Contract.

ARTICLE 8: TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subsection 8.1.3, including authorized adjustments thereto.

8.1.2 The Date of Commencement of the Work is the date established in a NOTICE TO PROCEED. If there is no NOTICE TO PROCEED, it shall be the date of the Contract Agreement, or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the ENGINEERING MANAGER when construction is sufficiently complete, in accordance with the Contract Documents, so OWNER can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

8.1.4 The term "DAY", as used in the Contract Documents, shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 CONTRACTOR shall begin the Work on the Date of Commencement as defined in Subsection 8.1.2. It shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If CONTRACTOR is delayed at any time in the progress of the Work by any act or neglect of OWNER, or by any employee of OWNER, or by any separate CONTRACTOR employed by OWNER or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond CONTRACTOR'S control, or by delay authorized by OWNER pending arbitration, or by any other cause which the ENGINEERING MANAGER determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the ENGINEERING MANAGER may determine.

8.3.2 Any claim for extension of time shall be made in writing to the ENGINEERING MANAGER not more than five (5) days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which approvals as provided in Subsection 3.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 Section 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum as stated in the Contract Agreement and, including authorized adjustments thereto, is the total amount payable by OWNER to CONTRACTOR for the performance of the Work under the Contract Documents.

9.1.2 To ensure proper performance of the Contract, OWNER will retain the 10 percent until final completion and acceptance of the Work covered by the Contract Documents. Retained percentages herein provided are to be retained and held for the sole protection and benefit of OWNER, and no other person, firm or corporation shall have or assert any lien, claim or right whatsoever thereto, except as herein expressly provided.

9.2 APPLICATIONS FOR PAYMENT

9.2.1 CONTRACTOR shall submit to the ENGINEERING MANAGER, no later than the first business day of any calendar month, an Application for Payment, stating quantity of materials installed/constructed, and supported by data substantiating CONTRACTOR'S right to payment in accordance to the above Section 9.1. The Application for Payment shall reflect retainage equal to 10% of said Application until completion and acceptance of Work. The 10% retainage may be reduced by change order if completion and acceptance of Work is delayed due to valid circumstances and the Work is usable for its intended purpose by OWNER. If the reduction in the retainage is approved, the remaining retainage shall be an amount sufficient to complete the Work. All statements shall be subject to the approval of OWNER.

9.2.2 CONTRACTOR warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to OWNER either by incorporation in the construction or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by CONTRACTOR, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

9.3 CERTIFICATES FOR PAYMENT

9.3.1 The ENGINEERING MANAGER will, within five (5) working days after the receipt of CONTRACTOR'S Application for Payment, either approve said Application for Payment or notify the CONTRACTOR in writing his reasons for withholding a payment as provided in Section 9.5.

9.3.2 Approval of an Application for Payment indicates that the Work has progressed to the point indicated; that, to the best of the ENGINEERING MANAGER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Approval); and that CONTRACTOR is entitled to payment in the amount approved. However, by issuing an approval for payment, the ENGINEERING MANAGER shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques sequences or procedures, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the moneys previously paid on account of the Contract Sum.

9.3.3. CONTRACTOR shall submit certified payroll records showing all employee's work classifications, hours worked, and rate of pay for the period covered by the application for payment. Application for payment will not be approved prior to receipt certified payroll records for the period in question.

9.4 PROGRESS PAYMENTS

9.4.1 After the ENGINEERING MANAGER and OWNER have approved an Application for Payment, OWNER shall make payment in the manner and within the time provided in the Contract Documents.

9.4.2 CONTRACTOR shall promptly pay each SUBCONTRACTOR, on account of such SUBCONTRACTOR'S Work, the amount to which said SUBCONTRACTOR is entitled. CONTRACTOR shall, by an appropriate agreement with each SUBCONTRACTOR, require each SUBCONTRACTOR to make payments to his SUBCONTRACTORS in a similar manner.

9.4.3 The ENGINEERING MANAGER may, on request and at his discretion, furnish to any SUBCONTRACTOR, if practicable, information regarding the percentages of completion or the amounts applied for by CONTRACTOR and the action taken thereon by the ENGINEERING MANAGER on account of Work done by such SUBCONTRACTOR.

9.4.4 OWNER shall have no obligations to pay or to see to the payment of any monies to any SUBCONTRACTOR except as may otherwise be required by law.

9.4.5 No Certificate ~~for~~ of Payment, nor any partial or entire use or occupancy of the Project by OWNER, shall constitute an acceptance of any Work not in accordance with the Contract Documents. No such payment shall be deemed to be an accord and satisfaction as to any item or items for which such payment is made, and this provision shall not be construed as relieving CONTRACTOR from sole responsibility for care and protection of materials and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of OWNER to require fulfillment of all terms of the Contract.

9.5 PAYMENTS WITHHELD

9.5.1 The ENGINEERING MANAGER may decline to approve payment and may withhold his approval in whole or in part to the extent reasonably necessary to protect OWNER, if in his opinion he is unable to make representations to OWNER as provided in Subsection 9.3.2. If the ENGINEERING MANAGER is unable to make representations to OWNER as provided in Subsection 9.3.2 and to approve payment in the amount of the Application, he will notify CONTRACTOR as provided in Subsection 9.3.1. If CONTRACTOR and the ENGINEERING MANAGER cannot agree on a revised amount, the ENGINEERING MANAGER will promptly issue an approval for payment in the amount for which he is able to make such representations to OWNER. The ENGINEERING MANAGER may also decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect OWNER from loss because of:

- A. Defective Work not remedied,
- B. Third party claims filed or reasonable evidence indicating probable filing of such claims,
- C. Failure of the CONTRACTOR to make payments properly to SUBCONTRACTORS or for labor, materials, or equipment,
- D. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- E. Damage to OWNER or another CONTRACTOR,
- F. Reasonable evidence that the Work will not be completed within the Contract time, or
- G. Failure to carry out the Work in accordance with the Contract Document.

9.5.2 When the above grounds in Subsection 9.5.1 are removed, payment shall be made for amounts withheld because of them.

9.6 FAILURE OF PAYMENT

9.6.1 If the ENGINEERING MANAGER does not issue an approval for payment, through no fault of CONTRACTOR, within five (5) working days after receipt of CONTRACTOR'S Application for Payment, or if OWNER does not pay CONTRACTOR within 30 days after the date established in the Contract Documents any amount approved by the ENGINEERING MANAGER or awarded by arbitration, then CONTRACTOR may, upon seven additional days written notice to OWNER, stop the Work until payment of the amount owed has been received. The Contract Sum shall be increased by the amount of CONTRACTOR'S reasonable costs of shut-down, delay and start-up, which shall be affected by appropriate Change Order in accordance with Section 12.3. Payments due and unpaid under the Contract Documents shall bear interest from 30 days of due date at the amount specified in the Missouri statutes for interest on judgements.

9.7 SUBSTANTIAL COMPLETION

9.7.1 When CONTRACTOR considers that the Work, or a designated portion thereof which is acceptable to OWNER, is substantially complete as defined in Subsection 8.1.3, CONTRACTOR shall prepare for submission to the ENGINEERING MANAGER a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. When the ENGINEERING MANAGER on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion, which shall establish the Date of Substantial Completion, shall state the responsibilities of OWNER and CONTRACTOR for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to CONTRACTOR for its written acceptance of the responsibilities assigned to it in such Certificate.

9.7.2 Within 14 days after substantial completion, CONTRACTOR shall furnish OWNER with an executed WAIVER OF LIEN on the provided form included within the Contract Documents.

9.8 LIQUIDATED DAMAGES

9.8.1 In the event that CONTRACTOR fails in the performance of the Work specified and required to be performed within the period of time specified in the Contract Documents, CONTRACTOR shall pay OWNER, as and for liquidated damages, and not as a penalty the sum of Five Hundred Dollars (\$500.00) per calendar day that CONTRACTOR shall be in default.

9.8.2 Liquidated Damages will be waived for any period of time covered by an extension of time as provided in Section 8.3 of the General Conditions and under other provisions of the Contract Documents.

9.8.3 OWNER shall have the right to deduct Liquidated Damages from any payments due or to become due CONTRACTOR or to recover compensation for damages for nonperformance as provided for under other provisions of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ENGINEERING MANAGER will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final approval for payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due CONTRACTOR, and noted in said final approval, is due and payable. The ENGINEERING MANAGER's final approval for payment will constitute a further representation that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in Subsection 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until CONTRACTOR submits to the ENGINEERING MANAGER :

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which OWNER or its property might in any way be responsible, have been paid or otherwise satisfied.
- B. Consent of surety, if any, to final payment
- C. If required by OWNER, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by OWNER. If any SUBCONTRACTOR refuses to furnish a release or waiver required by OWNER, CONTRACTOR may furnish a bond satisfactory to OWNER to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, CONTRACTOR shall refund to OWNER all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of CONTRACTOR or by the issuance of Change Orders affecting final completion, and the ENGINEERING MANAGER so confirms, OWNER shall, upon application by CONTRACTOR and certification by the ENGINEERING MANAGER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Section 7.5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the ENGINEERING MANAGER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by OWNER except those arising from:

- A. Unsettled liens
- B. Faulty or defective Work appearing after Substantial Completion
- C. Failure of the Work to comply with the requirements of the Contract Document
- D. Terms of any special warranties required by the Contract Documents

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final Application for Payment. Any payment however, final or otherwise, shall not release CONTRACTOR or its sureties from any obligation under the Contract Documents or the performance and payment bonds.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions, signs, barricades and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be thereby affected.

- B. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of CONTRACTOR or any of his SUBCONTRACTORS or Sub-SUBCONTRACTORS; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 CONTRACTOR shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of hazardous materials or equipment is necessary for the execution of the Work, CONTRACTOR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 CONTRACTOR shall promptly remedy all damage or loss to any property referred to in Subsection 10.2.1 caused in whole or in part by CONTRACTOR, and SUBCONTRACTOR, and Sub-SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which CONTRACTOR is responsible under Subsection 10.2.1, except damage or loss attributable to the acts or omissions of OWNER or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of CONTRACTOR. The foregoing obligations of CONTRACTOR are in addition to his obligations under Section 4.19.

10.2.6 CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated by CONTRACTOR in writing to OWNER.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, CONTRACTOR shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by CONTRACTOR on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11: INSURANCE

11.1 CONTRACTOR'S WORKER'S COMPENSATION AND INSURANCE

11.1.1 CONTRACTOR agrees to provide and maintain, during the life of the Contract and until final acceptance of the Work, Worker's Compensation and public liability insurance for bodily injury and property damage in terms and amounts satisfactory to OWNER. Certificates of Insurance showing proper coverage form a part of this Contract Agreement. Certificates of Insurance must be furnished by CONTRACTOR within 14 days after the Award of Contract has been received.

A. CONTRACTOR'S Liability Insurance:

1. CONTRACTOR shall purchase and maintain such commercial general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other

obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any SUBCONTRACTOR, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

- a. Claims under Worker's Compensation, disability benefits and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;
 - d. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
 - e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 - f. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
 - g. Claims for damage because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
2. The insurance required by this Article shall include the specific coverages and be written for not less than the limits of liability and coverages specified or required by law, whichever is greater. The insurance company(s) providing the Certificates of Insurance are required to have an AM Best B+ Class 7 rating or better.
- a. Worker's Compensation: Statutory. CONTRACTOR shall provide and require any SUBCONTRACTOR similarly to provide and maintain Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR. Worker's Compensation Insurance shall comply in all respects with the requirements of the statutes of the State of Missouri.
 - b. Employer's Liability: The Contractor shall provide and shall cause each SUBCONTRACTOR to provide and maintain Employer's Liability Insurance. The Contractor shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the requirements below if the operations of the CONTRACTOR or of any SUBCONTRACTOR are applicable thereunder.
\$1,000,000 Each Person
 - c. Commercial General Liability:
Bodily Injury (including completed operations & products liability)
\$1,000,000 Each Occurrence
\$3,000,000 Annual Aggregate
 - d. Property Damage Liability: Insurance will provide explosion, collapse, and underground coverages where applicable.
\$1,000,000 Each Occurrence
\$3,000,000 Annual Aggregate
 - e. Commercial Automobile Liability:
Bodily Injury
\$1,000,000 Each Person
\$1,000,000 Each Occurrence
Property Damage
\$1,000,000 Each Occurrence
 - f. The insurance specified above, except Worker's Compensation and Employer's Liability, shall be endorsed to include OWNER as additional insured thereunder.

Such insurance policies provided herein shall name the CITY OF ROLLA/ROLLA MUNICIPAL UTILITIES, its officers, boards, commissions, agents, employees, and shall also contain the following verbiage:

"It is hereby understood and agreed that this insurance policy may not be canceled by the surety until thirty (30) days after the receipt by Rolla Municipal Utilities, by registered mail, of written notice of such intention to cancel or not renew".

3. Public Liability and Property Damage Insurance in comprehensive general liability form shall protect CONTRACTOR and any SUBCONTRACTOR performing Work covered by this contract from claims for damages for personal injury, including wrongful death, and claims for property damage which may arise from the operations under the Contract, including all trucks and automobiles used, whether owned or not, and whether such operations be by CONTRACTOR or any SUBCONTRACTOR or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the limits set in this Article, with OWNER to be named as Additional Named Insured.
 4. The commercial general liability insurance shall include completed operations insurance and premises/operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain an endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when the CONTRACTOR may be correcting, removing or replacing defective Work in accordance with the Contract Documents.
 5. Upon receipt of any notice of cancellation or alteration, CONTRACTOR shall within five days procure other policies of insurance similar in all respects to the policy or policies about to be cancelled or altered; and if CONTRACTOR fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, OWNER may obtain such insurance at the cost and expense of CONTRACTOR without notice to CONTRACTOR.
 6. The property damage liability coverage under this policy shall contain no exclusion (commonly referred to as an XC&U exclusion) relative to explosion, collapse of buildings, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.
 7. This insurance shall include Independent Contractors Protective Liability coverage.
- B. Contractual Liability Insurance: The commercial general liability insurance required above will include contractual liability insurance applicable to CONTRACTOR'S obligations under the Contract Documents. The insurance required by this Section shall be written for not less than the limits of liability and coverages specified.

Bodily Injury
\$1,000,000 Each Occurrence

Property Damage
\$1,000,000 Each Occurrence
\$3,000,000 Annual Aggregate

- C. OWNER'S Protective Liability Insurance:

1. CONTRACTOR shall be responsible for purchasing and maintaining OWNER'S protective liability insurance. OWNER, its officers, boards, commissions, agents, and employees shall be named as Additional Insureds.
2. This insurance shall have the limits of liability specified and shall protect the OWNER against any and all claims and liabilities for injury to or death of person(s), or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, the negligent acts or omissions of CONTRACTOR or SUBCONTRACTORS or any agent, servant, worker, or employee of CONTRACTOR or any SUBCONTRACTOR arising from the operation or Work hereunder.
Bodily Injury and Property Damage
\$1,000,000 Each Person per Occurrence
\$3,000,000 Combined single limit per Occurrence
3. This insurance may be provided by endorsement to CONTRACTOR'S Commercial General Liability Insurance policy.

C. Waiver of Rights:

1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to the Contract Documents and any other property insurance applicable to the Work, and also waive all such rights against the SUBCONTRACTORS, and all other parties named as insureds in such policies for losses and damages so caused. Each subcontract between CONTRACTOR and any SUBCONTRACTOR will contain similar waiver provisions by the SUBCONTRACTOR in favor of OWNER, CONTRACTOR, and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.
2. OWNER and CONTRACTOR intend that any policies provided in response to Section 11.1.1.A.2. shall protect all parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed any SUBCONTRACTOR, CONTRACTOR will obtain the same.

E. Acceptance of Insurance:

1. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with the Contract Documents on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR thereof within ten days of the date of delivery of such certificates to OWNER in accordance with the Contract Documents. Failure by OWNER to give notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

11.1.2 It is understood and agreed that the insurance required by the provisions of this Article is required in the public interest and that OWNER does not assume any liability for acts of CONTRACTOR, any SUBCONTRACTOR, or their employees in the performance of the Contract.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 OWNER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under the Contract.

11.3 IMMUNITY NOT TO BE WAIVED

11.3.1. The insurance coverage provided herein to "Owner" on an additional insured basis does not apply to any claim or "suit" which is barred by the doctrines of sovereign immunity, qualified immunity, and/or official immunity although defense of such actions will be provided. No provision of this contract, the additional insured endorsement, or the underlying insurance policy will constitute a waiver of the right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity.

ARTICLE 12: CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to CONTRACTOR, signed by the RMU General Manager and the ENGINEERING MANAGER, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by CONTRACTOR indicates agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 OWNER, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to OWNER resulting from a change in the Work shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. By prices stated in the Contract Documents or subsequently agreed upon;
- C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By the method provided in Subsection 12.1.4.

12.1.4 If none of the methods set forth in Subsections 12.1.3.A, 12.1.3.B or 12.1.3.C is agreed upon, CONTRACTOR, provided it receives a written order signed by the RMU General Manager, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the ENGINEERING MANAGER on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Subsections 12.1.3.C and 12.1.3.D above, CONTRACTOR shall keep and present, in such form as the ENGINEERING MANAGER may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; Worker's Compensation insurance; bond premiums; rental value of equipment and machinery; and the additional cost of supervision and field office personnel directly attributable to the change. Pending final determination of cost to OWNER, payments on account shall be made on the ENGINEERING MANAGER's approval for payment. The amount of credit to be allowed by CONTRACTOR to OWNER for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the ENGINEERING MANAGER. When both

additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to OWNER or CONTRACTOR, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If CONTRACTOR wishes to make a claim for an increase in the Contract Sum, CONTRACTOR shall give the ENGINEERING MANAGER written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by CONTRACTOR before proceeding to execute the Work, except in an emergency endangering life or property in which case CONTRACTOR shall proceed in accordance with Section 10.3. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If CONTRACTOR claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subsection 3.2.8, (2) any order by the OWNER to stop the Work pursuant to Section 2.3 where CONTRACTOR was not at fault, (3) any written order for a minor change in the Work issued pursuant to Section 12.4, or (4) failure of payment by OWNER pursuant to Section 9.6, CONTRACTOR shall make such claim as provided in Subsection 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The ENGINEERING MANAGER shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on OWNER and CONTRACTOR. CONTRACTOR shall carry out such written orders promptly.

ARTICLE 13: UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the ENGINEERING MANAGER or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the ENGINEERING MANAGER, be uncovered for his observation and shall be replaced at CONTRACTOR'S expense.

13.1.2 If any other portion of the Work has been covered which the ENGINEERING MANAGER has not specifically requested to observe prior to being covered, the ENGINEERING MANAGER may request to see such Work and it shall be uncovered by CONTRACTOR. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to OWNER. If such Work be found not in accordance with the Contract Documents, CONTRACTOR shall

pay such costs unless it be found that this condition was caused by OWNER or a separate CONTRACTOR as provided in Article 6, in which event OWNER shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 CONTRACTOR shall promptly correct all Work rejected by the ENGINEERING MANAGER as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. CONTRACTOR shall bear all costs of correcting such rejected Work.

13.2.2 If, within two years after the Date of Substantial Completion of the Work or designated portion thereof or within two years after acceptance by OWNER of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly after receipt of a written notice from OWNER to do so unless OWNER has previously given CONTRACTOR a written acceptance of such condition. This obligation shall survive termination of the Contract. OWNER shall give such notice promptly after discovery of the condition.

13.2.3 CONTRACTOR shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subsections 4.8.1, 13.2.1 and 13.2.2, unless removal is waived by OWNER.

13.2.4 If the CONTRACTOR fails to correct defective or nonconforming Work as provided in Subsections 4.8.1, 13.2.1 and 13.2.2, OWNER may stop Work by CONTRACTOR as provided in Section 2.3, and/or correct it in accordance with Section 2.4.

13.2.5 If the CONTRACTOR does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the ENGINEERING MANAGER, OWNER may remove it and may store the materials or equipment at the expense of CONTRACTOR. If CONTRACTOR does not pay the cost of such removal and storage within ten days thereafter, OWNER may upon ten additional days written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by CONTRACTOR. If such proceeds of sale do not cover all costs which CONTRACTOR should have borne, the difference shall be charged to CONTRACTOR and an appropriate Change Order shall be issued. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER within thirty days of being invoiced therefor.

13.2.6 CONTRACTOR shall bear the cost of making good all Work of OWNER or separate CONTRACTORS destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents, including Section 4.8 hereof. The establishment of the time period of two years after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of CONTRACTOR to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the ENGINEERING MANAGER prefers to accept defective or nonconforming Work, the ENGINEERING MANAGER may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be affected, whether or not final payment has been made

ARTICLE 14: TERMINATION OF THE CONTRACT**14.1 TERMINATION BY THE CONTRACTOR**

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of CONTRACTOR or a SUBCONTRACTOR or their agents or employees or any other persons performing any of the Work under a contract with CONTRACTOR, or if the Work should be stopped for a period of thirty days by CONTRACTOR because the ENGINEERING MANAGER has not issued a Certificate for Payment as provided in Section 9.6 or because OWNER has not made payment thereon as provided in Section 9.6, then CONTRACTOR may, upon seven additional days written notice to OWNER, terminate the Contract and recover from OWNER payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY OWNER

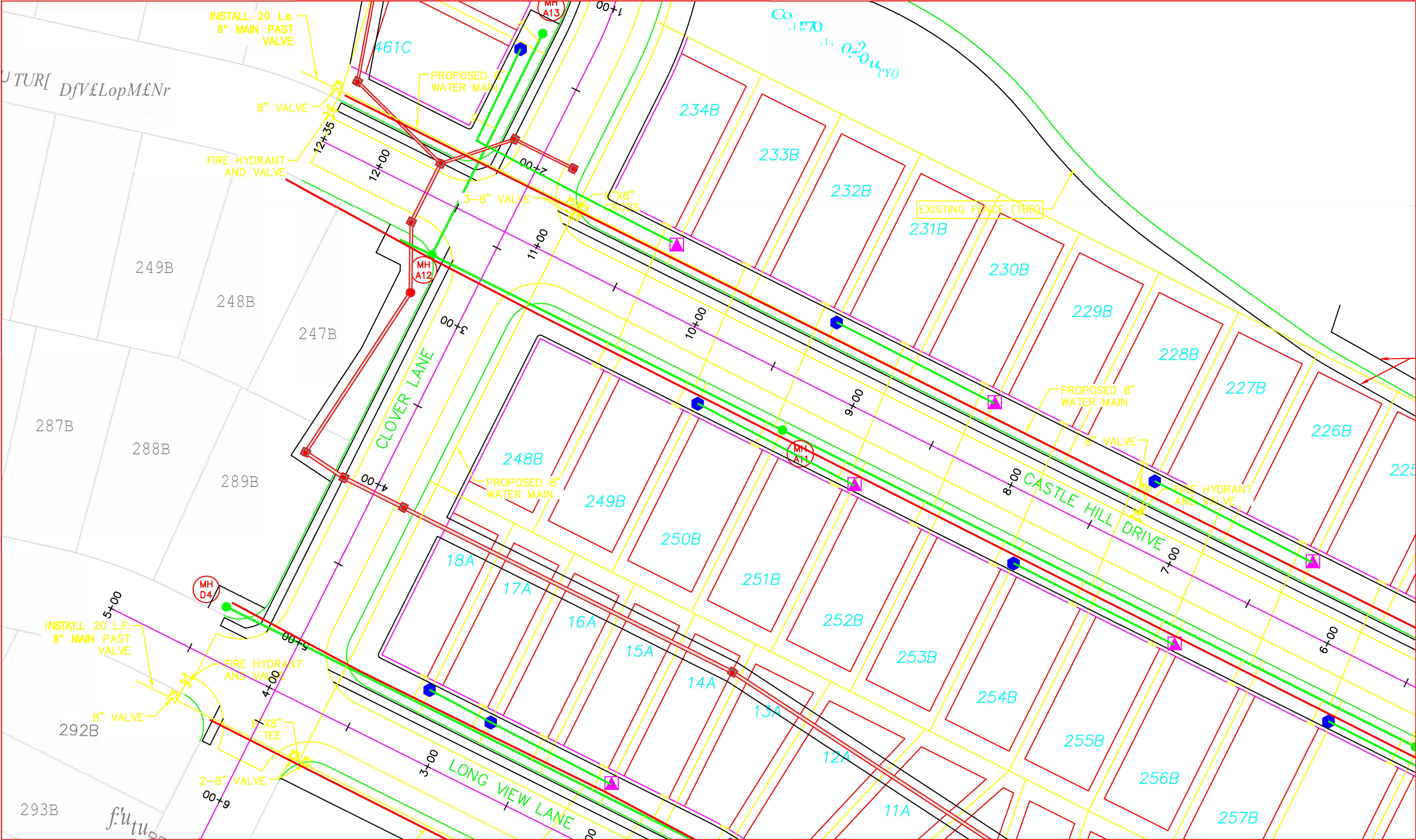
14.2.1 If CONTRACTOR is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to SUBCONTRACTORS or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then OWNER, upon certification by the ENGINEERING MANAGER that sufficient cause exists to justify such action may without prejudice to any right or remedy and after giving CONTRACTOR and his surety, if any, seven days written notice, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and may finish the Work by whatever method it may deem expedient. In such a case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

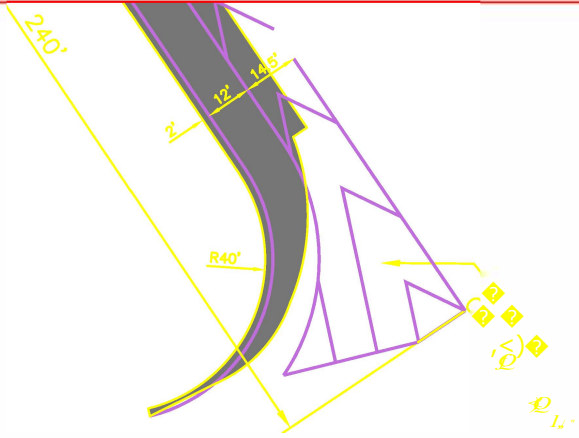
14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to CONTRACTOR. If such costs exceed the unpaid balance, CONTRACTOR shall pay the difference to OWNER. This obligation for payment shall survive the termination of the Contract.

Listing of Missouri Labor Document Requirements

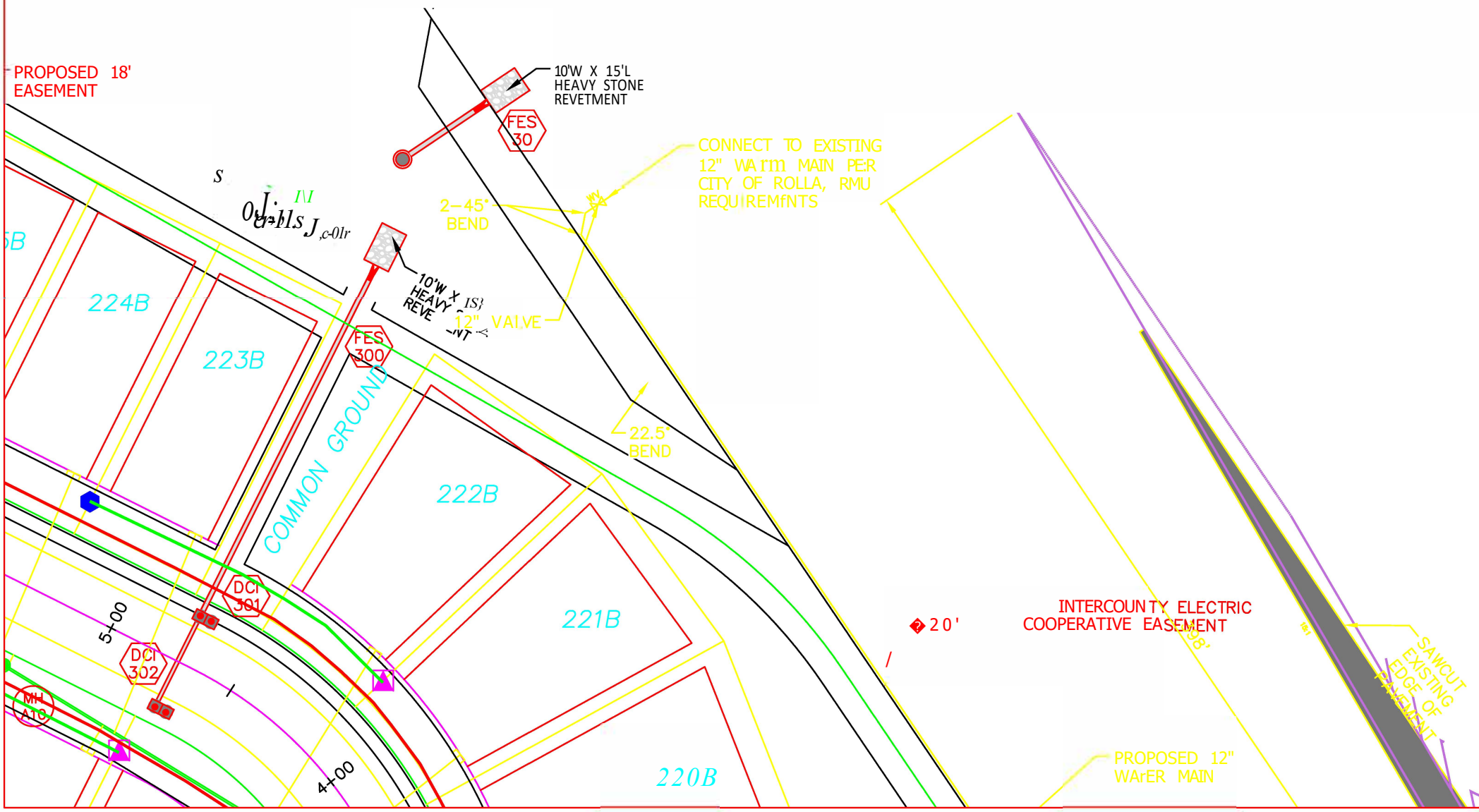
(The following document, not included with these Bid/Contract Documents, apply and must be completed in the execution of this Contract):

- 1) *MO Division of Labor Standards Public Works Project Public Body Check-Off List*
 - Available at <https://labor.mo.gov/media/pdf/pw-5-ai>
- 2) *MO Division of Labor Standards Public Works Project Contractor Check-Off List*
 - Available at <https://labor.mo.gov/media/pdf/pw-8-ai>
- 3) *MO Division of Labor Standards Public Works Contractor Payroll Record*
 - Available at <https://labor.mo.gov/media/pdf/ls-57-ai>
- 4) *MO Division of Labor Standards Project Notification – Contractor Information*
 - Available at <https://labor.mo.gov/media/pdf/pw-2-ai>
 - To be transmitted electronically to MO Division of Labor Standards by RMU before any work begins.





PROPOSED 18' EASEMENT



10'W X 15'L HEAVY STONE REVETMENT

2-45° BEND

CONNECT TO EXISTING 12" WATER MAIN PER CITY OF ROLLA, RMU REQUIREMENTS

10'W X 15'L HEAVY STONE REVETMENT

12" VALVE

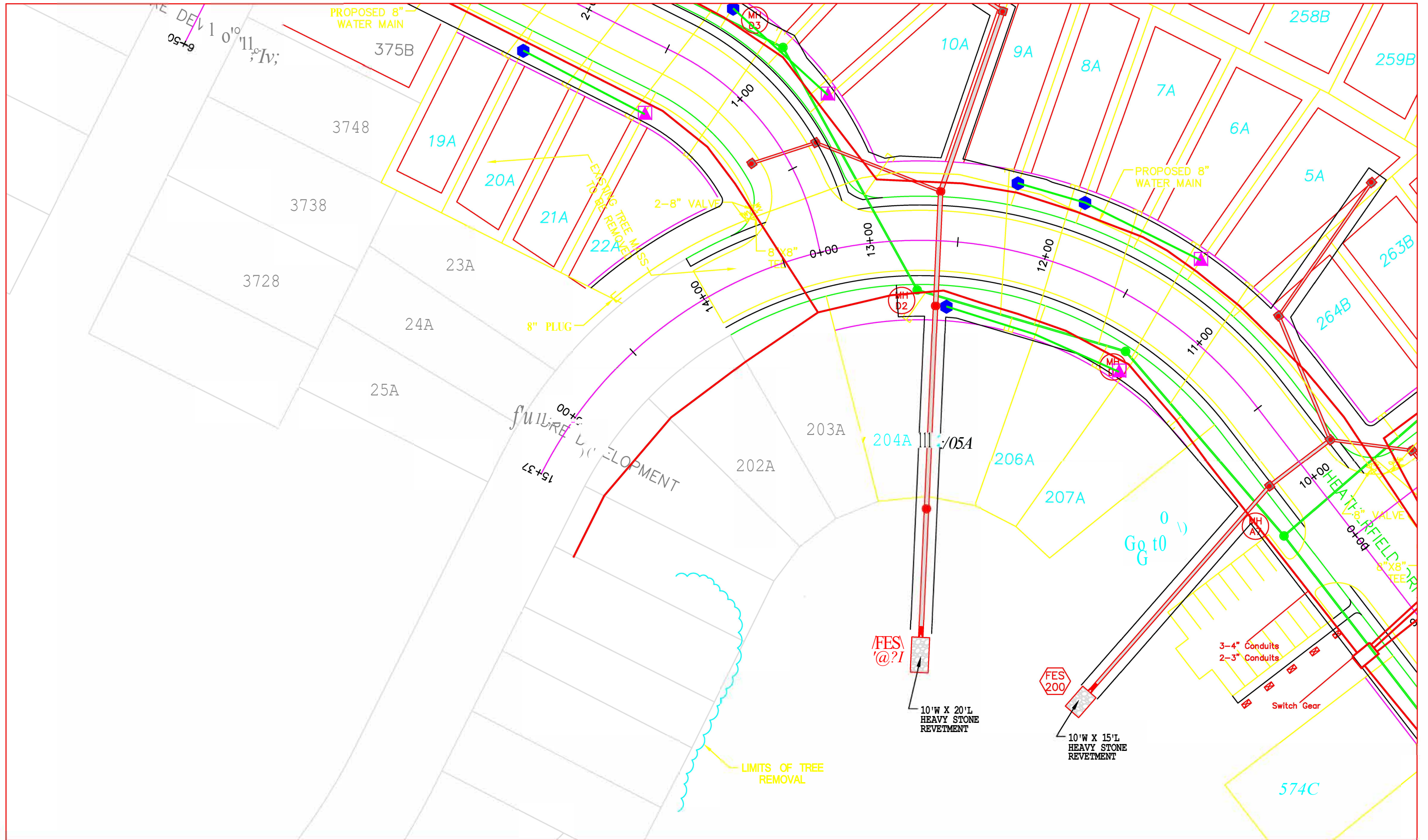
22.5° BEND

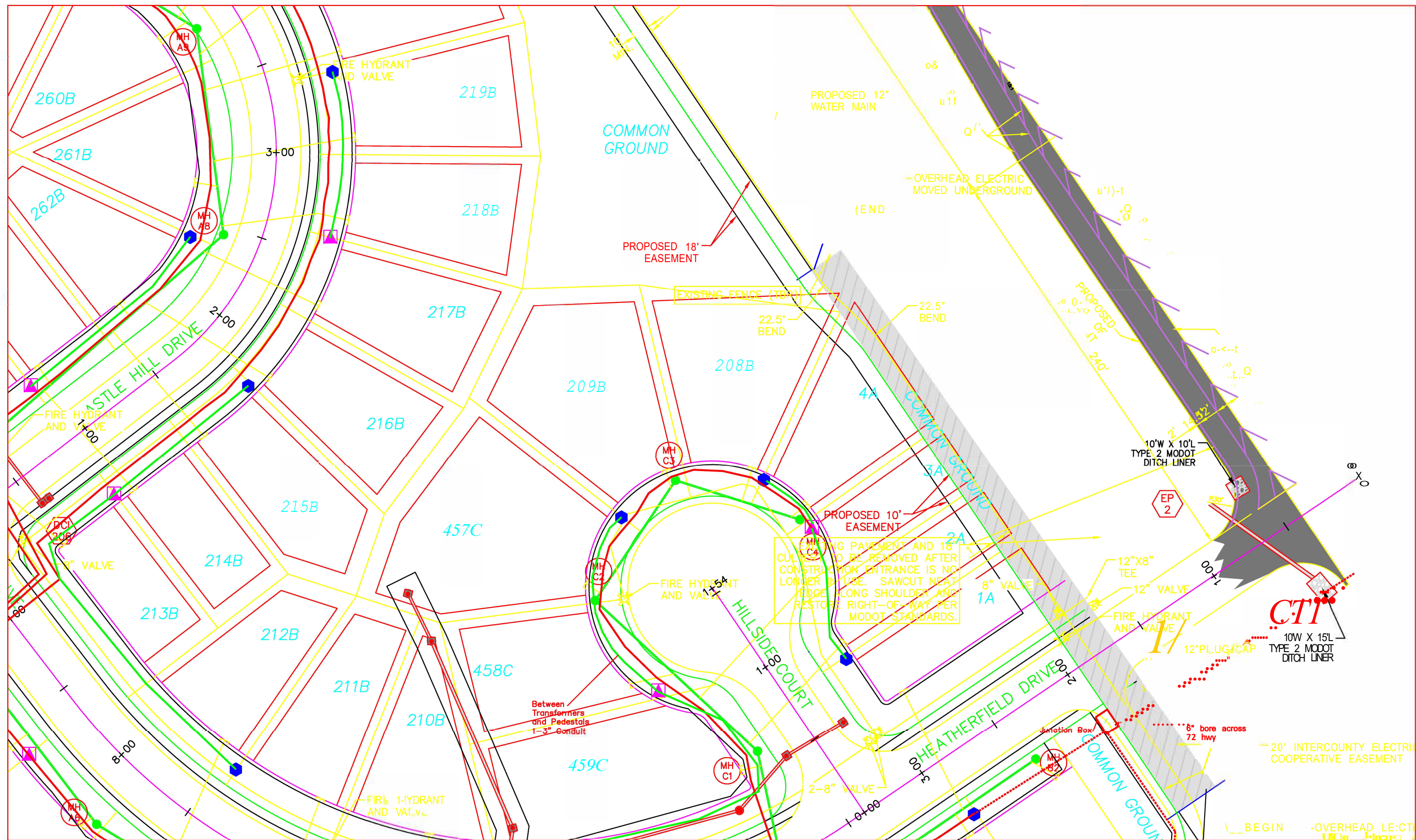
INTERCOUNTY ELECTRIC COOPERATIVE EASEMENT

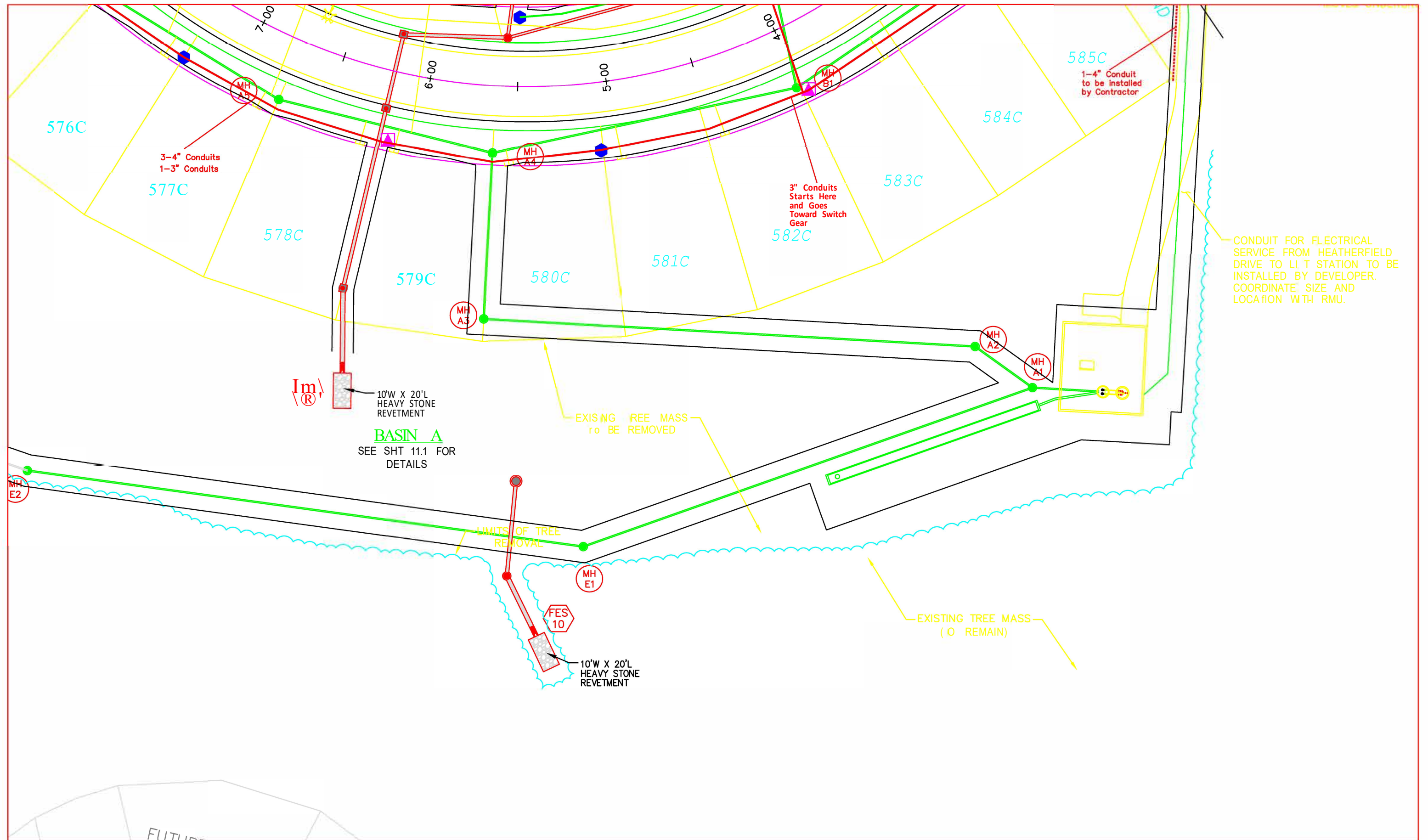
20'

PROPOSED 12" WATER MAIN

SAWCUT EXISTING EDGE OF EASEMENT







Clover Lane:
Station 1+40 to 2+25 = approx. 85 feet

Castle Hill Drive - South side:
Station 0+50 to 12+35 = approx. 1185 feet

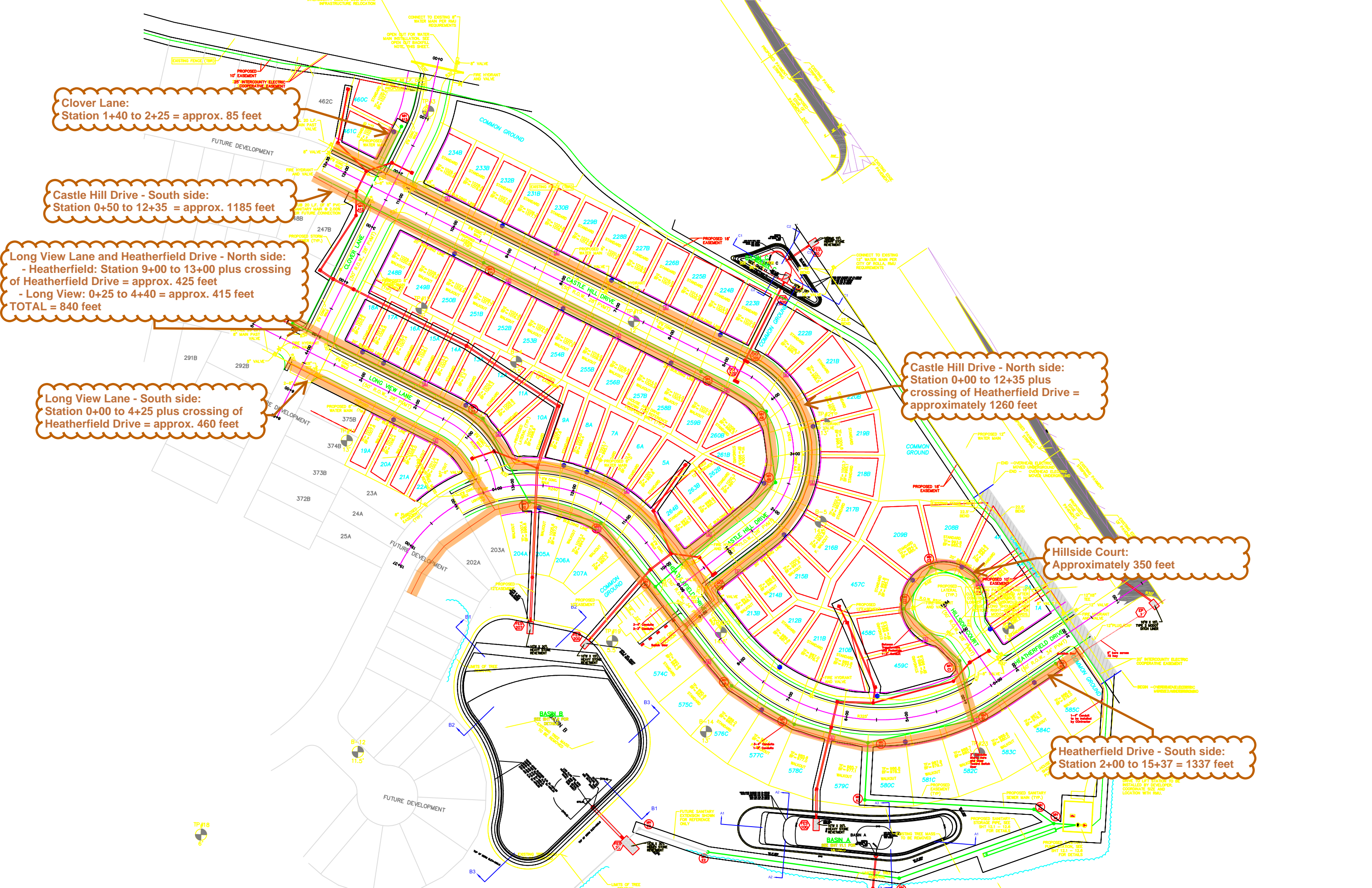
Long View Lane and Heatherfield Drive - North side:
- Heatherfield: Station 9+00 to 13+00 plus crossing of Heatherfield Drive = approx. 425 feet
- Long View: 0+25 to 4+40 = approx. 415 feet
TOTAL = 840 feet

Long View Lane - South side:
Station 0+00 to 4+25 plus crossing of Heatherfield Drive = approx. 460 feet

Castle Hill Drive - North side:
Station 0+00 to 12+35 plus crossing of Heatherfield Drive = approximately 1260 feet

Hillside Court:
Approximately 350 feet

Heatherfield Drive - South side:
Station 2+00 to 15+37 = 1337 feet



**MISSOURI PUBLIC WORKS PROJECTS
PUBLIC BODY CHECK-OFF LIST**

The Division of Labor Standards (DLS) is providing this check-off list to assist public entities in being compliant with Missouri's labor laws applicable to public construction projects. The Prevailing Wage Law requires that not less than the prevailing hourly rate of wages be paid to workers on all construction projects over \$75,000 total that are for the public use or benefit or that use public funds. Failure to comply with the Prevailing Wage Law may constitute a misdemeanor for the employer and for the public official that does not fulfill the responsibilities it imposes. The Construction Safety Training Act mandates that all employees working on the site of public works construction projects must have received safety training.

I**Before Contract Is Let**

- ☐ Before the contract is let, you must submit a Request for Wage Determination form ([PW-3](#)) to the DLS to obtain the annual wage order from their website www.labor.mo.gov/DLS/PrevailingWage (Sections [290.250](#) and [290.325](#), RSMo).
- ☐ Attach the wage order obtained from DLS, and make it a part of, the specifications for the work to be performed under the contract (Section [290.250](#) and [290.325](#), RSMo).
- ☐ Create a contract which incorporates the following:
 - ☐ Insert a statement such as: “**Not less** than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, **shall** be paid to all workers performing work under the contract.” (Section [290.250](#), RSMo).
 - ☐ Insert a statement such as: “The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.” (Section [290.250](#), RSMo). For detailed information on rules and occupational titles, see [8 CSR 30-3.010](#) through [3.060](#).
 - ☐ Insert a statement such as: “The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section [292.675](#), RSMo, unless they have previously completed the program and have documentation of having done so.”
 - ☐ Insert a statement such as: “The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.” (Section [292.675](#), RSMo).
- ☐ Before any work begins, you must send a **Prevailing Wage Project Notification – Contractor Information Notification** form ([PW-2](#)) to the DLS. Send it when the contract is awarded to ensure the DLS receives it timely (Section [290.262.9](#), RSMo, and [8 CSR 30-3.010\[3\]](#)).
- ☐ Verify if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawfully. The amount and date of such subsidy, supplement or rebate must be reported to the public body within 30 days of receipt of payment (Section [290.095](#), RSMo).

II

While Contract Is Being Performed

- ☐ Review records of wages paid to all workers employed on the contract to assure workers are paid properly (Section [290.290](#), RSMo). Records must be kept within the state by the contractor and each subcontractor for a period of one year following completion of the public works project. DLS provides a Contractor Payroll Records form ([LS-57](#)) for contractors and subcontractors to use to assure provision of the payroll information required ([8 CSR 30-3.010\[7\]](#)).
- ☐ If you are aware of any possible prevailing wage violation, you must report it to the DLS using the **Prevailing Wage Complaint** form ([PW-6](#)). A public body cannot make final payment until full compliance with the law has been achieved.
- ☐ A legible list of all prevailing wage rates **must remain** posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. **Require** the notice to be posted during the entire time that any worker is employed on the job (Section [290.265](#), RSMo).

III

Before Contract Is Fully Paid

- ☐ Before final payment can be made, the general contractor and all subcontractors **must** file an **Affidavit of Compliance** form ([PW-4](#)) with the contracting public body. The affidavit must state the party has fully complied with the Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section [290.290](#) and [290.325](#), RSMo).
- ☐ It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of section 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under the contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of section 290.210 to 290.340 (Section [290.250.1](#), RSMo).

Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500 and up to six months imprisonment for **each day** there is a violation.

Missouri Department of Labor and Industrial Relations
Division of Labor Standards
Prevailing Wage Section
P.O. Box 449
Jefferson City, MO 65102-0449
Phone: 573-751-3403
Fax: 573-751-3721

Email: prevailingwage@labor.mo.gov

Website: www.labor.mo.gov/DLS/prevailingwage/

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711*

**MISSOURI PUBLIC WORKS PROJECTS
PUBLIC BODY CHECK-OFF LIST**

The Division of Labor Standards (DLS) is providing this check-off list to assist public entities in being compliant with Missouri's labor laws applicable to public construction projects. The Prevailing Wage Law requires that not less than the prevailing hourly rate of wages be paid to workers on all construction projects over \$75,000 total that are for the public use or benefit or that use public funds. Failure to comply with the Prevailing Wage Law may constitute a misdemeanor for the employer and for the public official that does not fulfill the responsibilities it imposes. The Construction Safety Training Act mandates that all employees working on the site of public works construction projects must have received safety training.

I**Before Contract Is Let**

- ☐ Before the contract is let, you must submit a Request for Wage Determination form ([PW-3](#)) to the DLS to obtain the annual wage order from their website www.labor.mo.gov/DLS/PrevailingWage (Sections [290.250](#) and [290.325](#), RSMo).
- ☐ Attach the wage order obtained from DLS, and make it a part of, the specifications for the work to be performed under the contract (Section [290.250](#) and [290.325](#), RSMo).
- ☐ Create a contract which incorporates the following:
 - ☐ Insert a statement such as: “**Not less** than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, **shall** be paid to all workers performing work under the contract.” (Section [290.250](#), RSMo).
 - ☐ Insert a statement such as: “The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.” (Section [290.250](#), RSMo). For detailed information on rules and occupational titles, see [8 CSR 30-3.010](#) through [3.060](#).
 - ☐ Insert a statement such as: “The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section [292.675](#), RSMo, unless they have previously completed the program and have documentation of having done so.”
 - ☐ Insert a statement such as: “The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.” (Section [292.675](#), RSMo).
- ☐ Before any work begins, you must send a **Prevailing Wage Project Notification – Contractor Information Notification** form ([PW-2](#)) to the DLS. Send it when the contract is awarded to ensure the DLS receives it timely (Section [290.262.9](#), RSMo, and [8 CSR 30-3.010\[3\]](#)).
- ☐ Verify if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawfully. The amount and date of such subsidy, supplement or rebate must be reported to the public body within 30 days of receipt of payment (Section [290.095](#), RSMo).

II

While Contract Is Being Performed

- ☐ Review records of wages paid to all workers employed on the contract to assure workers are paid properly (Section [290.290](#), RSMo). Records must be kept within the state by the contractor and each subcontractor for a period of one year following completion of the public works project. DLS provides a Contractor Payroll Records form ([LS-57](#)) for contractors and subcontractors to use to assure provision of the payroll information required ([8 CSR 30-3.010\[7\]](#)).
- ☐ If you are aware of any possible prevailing wage violation, you must report it to the DLS using the **Prevailing Wage Complaint** form ([PW-6](#)). A public body cannot make final payment until full compliance with the law has been achieved.
- ☐ A legible list of all prevailing wage rates **must remain** posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. **Require** the notice to be posted during the entire time that any worker is employed on the job (Section [290.265](#), RSMo).

III

Before Contract Is Fully Paid

- ☐ Before final payment can be made, the general contractor and all subcontractors **must** file an **Affidavit of Compliance** form ([PW-4](#)) with the contracting public body. The affidavit must state the party has fully complied with the Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section [290.290](#) and [290.325](#), RSMo).
- ☐ It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of section 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under the contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of section 290.210 to 290.340 (Section [290.250.1](#), RSMo).

Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500 and up to six months imprisonment for **each day** there is a violation.

Missouri Department of Labor and Industrial Relations
Division of Labor Standards
Prevailing Wage Section
P.O. Box 449
Jefferson City, MO 65102-0449
Phone: 573-751-3403
Fax: 573-751-3721

Email: prevailingwage@labor.mo.gov

Website: www.labor.mo.gov/DLS/prevailingwage/

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711*



**MISSOURI PUBLIC WORKS PROJECTS
CONTRACTOR CHECK-OFF LIST**

The Division of Labor Standards (DLS) is providing this check-off list to assist contractors in being compliant with Missouri's labor laws applicable to public construction projects. The Prevailing Wage Law requires that not less than the locally prevailing wages be paid to workers on every construction project in the state that is for the public use or benefit or that uses public funds. Failure to comply with the Prevailing Wage Law may constitute a misdemeanor for the employer and for the public official that does not fulfill the responsibilities it imposes. The Construction Safety Training Act mandates that all employees working on the site of public works construction projects must have received safety training.

I

Before Contract Is Let

- ☐ The annual wage order obtained from the DLS website (www.labor.mo.gov/DLS/PrevailingWage) must be made a part of the specifications for the work to be performed under the contract (Section [290.250](#) and [290.325](#), RSMo).

II

While Contract Is Being Performed

- ☐ All workers performing work under a public construction contract must be paid not less than the prevailing hourly rate of wages (as set out in the annual wage order attached to and made part of the specification for work under the contract). (Section [290.250](#), RSMo).

The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (Section [290.250](#), RSMo). For detailed information on rules and occupational titles, see [8 CSR 30-3.010](#) through [3.060](#).

- ☐ The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section [292.675](#), RSMo, if they have not previously completed the program and have documentation of having done so.

The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section [292.675](#), RSMo).

- ☐ A legible list of all prevailing wage rates **must remain posted** in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section [290.265](#), RSMo).
- ☐ The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of DLS at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made (Section [290.290](#), RSMo). DLS provides a Contractor Payroll Records form ([LS-57](#)) for contractors and subcontractors to use to assure provision of the payroll information required ([8 CSR 30-3.010\[7\]](#)).

III

Before Contract Is Fully Paid

- ☐ Before final payment can be made, the general contractor and all subcontractors **must** file an **Affidavit of Compliance** ([PW-4](#)) with the contracting public body. The affidavit must affirm under oath that the party has fully complied with Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section [290.290](#) and [290.325](#), RSMo).
- ☐ It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of any such subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made to him, the contractor may recover from the subcontractor the amount of the penalty in a suit at law (Section [290.250.1](#), RSMo).

Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500 and up to six months imprisonment for **each day** there is a violation.

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MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

CONTRACTOR PAYROLL RECORDS

(See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

Name of <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor				Address of Contractor or Subcontractor:																	
				City:				State:		ZIP:		Phone Number: () -									
Name of Public Body				Address of Public Body:																	
				City:				State:		ZIP:		Phone Number: () -									
Payroll No.		For Week Ending / /		AWO		Project and Location								Project or Contract No.							
1. Name and Address of Employee	2. Occupational Title ***			3. Day and Date								4. Total Hours	5. Hourly Rate	6. Gross Amt	7. Deductions					8. Net Wages Paid for Week	
				Day											Project Week	FICA and Medicare	Federal and State Withhold- ing Tax	Other A	Other B		Total Deduc- tions
				Date																	
				Hours Worked Each Day																	
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<div>FRINGE BENEFITS</div> <div>In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee’s name and set out the amounts paid on behalf of each employee for each fringe benefit.</div>										
Employee Name	Health and Welfare (\$/hr)	Pension (\$/hr)	Vacation (\$/hr)	Holiday (\$/hr)	Appren-tice Training (\$/hr)	Other C (\$/hr)	Other D (\$/hr)	Total (\$/hr)	If “Other/Deduction” or Fringes, please explain. (Indicate Other A, B, C or D)	Identify by name, the plan, fund, or programs to which fringe benefits are paid. (Indicate H&W, Pension, etc.)

Date: _____

I, _____ *(Name of Signatory Party)*, _____ *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ *(Contractor or Subcontractor)* on the _____ *(Building or Work)*; that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ *(Contractor or Subcontractor)*, from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

Name and Title	Signature
The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.	

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**PREVAILING WAGE
PROJECT NOTIFICATION –
CONTRACTOR INFORMATION**☐ **New** ☐ **Update**

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification		2. Annual Wage Order Number Included in Bid Specifications	
3. Popular or Descriptive Name of Project			
4. Estimated Project Cost of Completion <i>(total construction contracts to be awarded)</i> \$			
5. Exact Location of Project <u>County</u>		<u>City</u>	
6. Official Name of Public Body or Agency			
7. Name of Contact Person		8. Phone Number <i>(include area code)</i>	
9. Address			
10. Email Address		Website	
11. Contract Award Date	12. Estimated Date of Project Completion	13. Will There Be Any Federal Funds Used in this Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	

14. Contractor Information Notification

General Contractor: Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

List all Subcontractors:

1. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

2. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

3. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

(Subcontractors continued)

4. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

5. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

6. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

7. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

8. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

9. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or Email completed form to: DIVISION OF LABOR STANDARDS
Attn: Prevailing Wage Section
P.O. Box 449, Jefferson City, MO 65102-0449
Phone: 573-751-3403 Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/DLS

SUBMIT

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