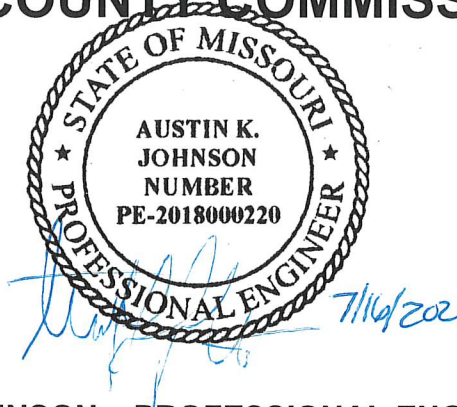


PROJECT MANUAL
FOR
REMOVAL OF BRIDGE NO. 0750003 AND
RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI
FOR
OSAGE COUNTY COMMISSION



AUSTIN K. JOHNSON – PROFESSIONAL ENGINEER
PE LICENSE NO. PE-2018000220

BARTLETT & WEST, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO. 000167 (ENGINEERING)
1719 SOUTHRIDGE DRIVE, SUITE 100
JEFFERSON CITY, MO 65109-4000

DATE PREPARED: JULY 2021

PROJECT NO. 19252.004

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Bartlett&West

PROJECT MANUAL
FOR
REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI
FOR
OSAGE COUNTY COMMISSION

Osage County Commission
205 East Main Street
Linn, Missouri 65051
Phone: 573-897-2139

Presiding Commissioner: Darryl Griffin
Eastern District Commissioner: John Trenshaw
Western District Commissioner: Larry Kliethermes

PREPARED BY:

Bartlett & West, Inc.
1719 Southridge Drive, Suite 100
Jefferson City, Missouri 65109-4000
Phone: (573) 634-3181

PROJECT NO. 19252.004

JULY 2021

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ADVERTISEMENT FOR BIDS

REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

Separate sealed BIDS for the Removal of Bridge No. 0750003 and Related Work on County Road 611 will be received by Osage County Commission, at 205 East Main Street, Linn, Missouri 65051 until August 5, 2021 at 9:00 am and then at said office publicly opened and read aloud.

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award, the Successful Bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful Bidder shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

All bids shall reflect payment of not less than State of Missouri prevailing wage to be paid to all workers performing work under this contract in accordance with all requirements of Sections 290.010 through 290.580 RSMo.

All contractors or subcontractors doing work on the Project must require its 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.

CONTRACT DOCUMENTS may be viewed at the offices of Bartlett & West, and American Document Solutions. The CONTRACT DOCUMENTS are also available to view online at <https://www.adsplanroom.net/>. CONTRACT DOCUMENTS may be purchased with a non-refundable deposit by contacting American Document Solutions ONLY. Purchase price is available upon request from American Document Solutions. Checks are to be made payable to "ADS", and mailing costs are the responsibility of the purchaser.

Osage County Commission
205 East Main Street
Linn, Missouri 65051
Phone: 573-897-2139

Bartlett & West
1719 Southridge Dr., Suite 100
Jefferson City, MO 65109-4000
Phone: (573) 634-3181

American Document Solutions
1400 Forum Blvd., Suite 7A
Columbia, MO 65203
Phone: (573) 446-7768
Fax: (573) 355-5433
Email: orders@adsmo.net

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SECTION 00200

INSTRUCTIONS TO BIDDERS

BIDS will be received until August 5, 2021 at 9:00 am local time by Osage County Commission, at 205 East Main Street, Linn, Missouri 65051 and then publicly opened and read aloud. Each BID must be submitted in a sealed envelope plainly marked on the outside with BIDDER'S name and address, and

“BID FOR REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611“

All BIDS must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

All bids shall reflect payment of not less than State of Missouri prevailing wage, to be paid to all workers performing work under this contract in accordance with all requirements of Sections 290.010 through 290.580 RSMo.

All contractors or subcontractors doing work on the Project must require its on-site employees to complete, the OSHA Ten-Hour safety training program required under Section 292.675, RSMo.

The OWNER shall provide to BIDDERS prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the CONTRACT DOCUMENTS including ADDENDA, as some quantities have been increased for appropriating contingency funds. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

BIDDER must be on the Missouri Department of Transportation's (MoDOT's) approved contractor listing prior to the opening of the proposals. Any BIDDER not on MoDOT's approved listing cannot be awarded the project.

BIDDER must be a bona fide company having at least five (5) years experience with the type and approximate size of work indicated in the Contract Documents.

Each BIDDER is required to submit their qualifications to perform the WORK. This shall include a list of recently completed projects, along with references, that are similar in nature to this PROJECT.

Each BIDDER is required to submit the safety record of the company, including the company's Experience Modification Rate (EMR), and the proposed safety considerations for this PROJECT.

BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The Contract Documents contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the contractor from fulfilling any of the conditions of the Contract.

BID must be accompanied by a bid bond payable to the OWNER for five percent (5%) of the total amount of the BID. A certified check may be used in lieu of a bid bond. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the two lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The bid bond of the successful BIDDER will be retained until the payment bond and performance bond have been executed and

approved, after which it will be returned. Attorneys-in-Fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

The OWNER in its sole discretion, may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

If the Contract is to be awarded, OWNER will award the Contract to the lowest and best bid whose Bid is in the best interests of the Project. The OWNER'S determination as to the lowest and best bid is absolute.

BIDDER to whom the contract is awarded will be required to:

1. Execute Section 00530 "Work Authorization Affidavit" affirming that BIDDER does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.
2. Execute the Agreement and obtain a performance bond and a payment bond each in the amount of 100 percent of the contract price with a corporate surety approved by the OWNER within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER.
3. Provide the name and contact information of the on-site project supervisor for the PROJECT.

The NOTICE OF AWARD shall be accompanied by the Work Authorization Affidavit, Agreement and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER. Upon default by the first low BIDDER, the AWARD may then be made to the next lowest responsible BIDDER, or the WORK may be re-advertised for a construction contract or otherwise, as the OWNER may decide.

The OWNER upon receipt of the acceptable Work Authorization Affidavit, performance bond, payment bond, Certificate of Insurance, and Agreement signed by the party to whom the Agreement was awarded, shall within a reasonable period of time sign the Agreement and return to such party one (1) executed original of the AGREEMENT. The OWNER upon signing the Agreement and within a reasonable period shall issue the NOTICE TO PROCEED.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER. Subcontractors must be approved in writing by the OWNER in advance of any work performed by any subcontractor on the project, and any subcontractor must meet the same conditions as a general contractor on this project. The Owner reserves the absolute right to reject any subcontractor if, in the OWNER's opinion, the subcontractor is not qualified to carry out the work to be performed under this Agreement, or if the subcontractor has failed to properly perform or satisfy the OWNER in any prior project.

The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER or any subcontractor is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein, or if the Bidder (in the OWNER's sole discretion) has failed to properly perform or satisfy the OWNER in any prior project.

The A/E is Bartlett & West, Inc. located at 1719 Southridge Drive, Suite 100, Jefferson City, MO 65109-4000.

SECTION 00400

BID FORM

Proposal of _____ (hereinafter called "BIDDER"),
organized and existing under the laws of the State of _____ doing business as
_____ ¹ to the Osage County Commission.

BIDDER hereby proposes to perform all WORK for the construction of

**REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to complete 100 percent of the WORK by October 15, 2021, regardless of BIDDER start date. The BIDDER may begin WORK at any time after the NOTICE TO PROCEED, but once WORK has commenced, the BIDDER shall finish WORK within 20 working days from the actual state date of WORK.

BIDDER further agrees to pay as liquidated damages the sum of \$1000.00 for each consecutive calendar day after the Completion Date, thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

No.____, dated _____ _____ *(Initial acknowledgement)*

No.____, dated _____ _____ *(Initial acknowledgement)*

No.____, dated _____ _____ *(Initial acknowledgement)*

No.____, dated _____ _____ *(Initial acknowledgement)*

¹ Insert "a corporation", "a LLC", "a Joint Venture", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following

lump sum price: _____

_____ DOLLARS (\$_____).

NOTE: BIDS shall include all applicable taxes and fees. State of Missouri provides sales tax exemption.

This Bid is submitted by:

Name (Corporation, LLC, Partnership, Individual)

Authorized Signature, Title

Address City, State, Zip

FEIN Phone No.

CORPORATE SEAL - (if BID is by a corporation) ²

² If corporation by State law is not required to have a seal and consequently does not have seal, type or print "NO SEAL" in place of the seal.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto
Osage County Commission, as OWNER in the penal sum of _____
_____ for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and
hereby made a part hereof to enter into a contract in writing, for

REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
(Principal)

(Surety)

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's
most current list (Circular 570 as amended) and be authorized to transact business in the state
where the project is located.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

EJCDC® C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

NOTICE OF AWARD

Owner: Osage County Commission
Bidder:
Address:

Engineer's PN: 19252.004

For the Construction of: REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY
ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of
\$_____.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this NOTICE OF AWARD.

Deliver to the OWNER four (4) fully executed counterparts of the following Contract Documents:

Work Authorization Affidavit
Agreement
Performance BOND (undated execution date)
Payment BOND (undated execution date)
Certificates of Insurance

Failure to comply with these conditions within the time specified will entitle OWNER to consider you in default, annul this NOTICE OF AWARD, and declare your Bid security forfeited. The OWNER will be entitled to such other rights as may be granted by law.

One copy of the Agreement, performance bond, payment bond, general conditions, and supplemental conditions are enclosed in the mailing of this Notice.

Owner _____ Osage County Commission _____

By _____

Title _____

This is the _____ day of _____, _____.

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Bartlett&West

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this _____, by and between the Osage County Commission, hereinafter called "OWNER" and _____, doing business as a limited liability corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the
REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS after the NOTICE TO PROCEED is issued by the OWNER. NOTICE TO PROCEED will be issued within 7 calendar days after OWNER receives properly prepared and executed CONTRACT DOCUMENTS. The CONTRACTOR will complete the work within 20 working days from the actual start date of the work unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Regardless of when the work is begun on this contract, all work shall be completed on or before October 15, 2021.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____.
5. The term "CONTRACT DOCUMENTS" consist the following:
 - A. CONTRACTOR'S BID
 - B. THIS AGREEMENT
 - C. WORK AUTHORIZATION AFFIDAVIT
 - D. PERFORMANCE BOND
 - E. PAYMENT BOND
 - F. CERTIFICATE OF OWNER'S ATTORNEY
 - G. GENERAL CONDITIONS
 - H. SUPPLEMENTAL GENERAL CONDITIONS
 - I. JOB SPECIAL PROVISIONS
 - J. ADDENDA (Numbers ____ through ____)

K. The following which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:

- 1) NOTICE TO PROCEED
- 2) CHANGE ORDERS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER: Osage County Commission

(SEAL)

By _____
Name _____
Title _____

ATTEST:

By _____
Name _____
Title _____

CONTRACTOR:

(CORPORATE SEAL)³

By _____
Name _____
Title _____
Address _____
FEIN _____

ATTEST:

By _____
Name _____
Title _____

³ If corporation by State law is not required to have a seal and consequently does not have seal, type or print "NO SEAL" in place of the seal.

WORK AUTHORIZATION AFFIDAVIT
(Pursuant to Section 285.530, RSMo)

State of _____)
County of _____) ss
_____)

Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to Osage County Commission, (Owner). Bidder does not knowingly employ any person who is an unauthorized alien in connection with services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for Owner or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.

The undersigned is an authorized agent to sign on behalf of

Bidder's Name

Affiant (signature)

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

SEAL

My Commission Expires: _____

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Bartlett & West

NOTICE TO PROCEED

Owner: Osage County Commission

Engineer's PN: 19252.004

Bidder:

Address:

For the Construction of: REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY
ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

You are notified that the Contract Times under the above Contract will begin on _____.
On or before that date, you are to start performing your obligations under the Contract Documents.

In accordance with the Agreement dated _____, the date to achieve Project Final
Completion is October 15, 2021.

This NOTICE TO PROCEED is being sent via email.

Owner Osage County Commission

By _____

Title _____

This the _____ day of _____, _____.

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Bartlett & West

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

CONTRACTOR (*Name and Address*):

A limited liability corporation, hereinafter called Principal, and

SURETY (*Name, and Address of Principal Place of Business*):

hereinafter called Surety, are held and firmly bound unto

OWNER (*Name and Address*):

Osage County Commission

205 East Main Street, Linn, Missouri 65051

hereinafter called OWNER, in the total aggregate the sum of \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER,

dated the _____ day of _____, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract, including but not limited to the prevailing hourly wage rates provisions contained therein, during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment",

wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

CONTRACTOR AS PRINCIPAL

SURETY

_____ Contractor's Name (SEAL)	_____ Surety's Name (SEAL)
BY: _____ Signature	BY: _____ Signature (Attach Power of Attorney)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
ATTEST: _____ Signature (Witness as to Principal)	ATTEST: _____ Attorney-in-Fact
_____ Title	_____ Title

NOTES:

1. Date of BOND must not be prior to date of Contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

CONTRACTOR (*Name and Address*):

A limited liability corporation, hereinafter called Principal, and
SURETY (*Name, and Address of Principal Place of Business*):

hereinafter called Surety, are held and firmly bound unto

OWNER (*Name and Address*):

Osage County Commission

205 East Main Street, Linn, Missouri 65051

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal the sum of \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law and including all amounts required to be paid under the prevailing wage law of Missouri set out in Section 290.210 through 290.340 RSMo.; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope

addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2021.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name

Surety's Name

(SEAL)

(SEAL)

BY:

BY:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

ATTEST:

ATTEST:

Signature (Witness as to Principal)

Attorney-in-Fact

Title

Title

NOTES:

1. Date of BOND must not be prior to date of Contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CERTIFICATE OF OWNER'S ATTORNEY
FOR
REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

I, the undersigned, _____ the duly authorized and
(Print)
acting legal representative of Osage County Commission, do hereby certify as follows:

I have examined the foregoing contract(s) of _____, and surety bonds, and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that it appears from the information available to me that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that upon due execution the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney Name *(Signature)*

Date

Attorney Name:
Attorney Address:

Attorney Phone:

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Bartlett&West

SECTION 00700

GENERAL CONDITIONS

- | | |
|--|--|
| 1. Definitions | 16. Correction of Work |
| 2. Additional Instructions and Detail Drawings | 17. Subsurface Conditions |
| 3. Schedules, Reports, and Records | 18. Suspension of Work, Termination, and Delay |
| 4. Drawings and Specifications | 19. Payments to Contractor |
| 5. Shop Drawings | 20. Acceptance of Final Payment as Release |
| 6. Materials, Services, and Facilities | 21. Insurance |
| 7. Inspection and Testing | 22. Contract Security |
| 8. Substitutions | 23. Assignments |
| 9. Patents | 24. Indemnification |
| 10. Surveys, Permits, Regulations | 25. Separate Contracts |
| 11. Protection of Work, Property, Persons | 26. Subcontracting |
| 12. Supervision by Contractor | 27. A/E's Authority |
| 13. Changes in the Work | 29. Guarantee |
| 14. Changes in Contract Price | 30. Remedies |
| 15. Time of Completion and Liquidated Damages | 31. Taxes |
-

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 ARCHITECT &/or ENGINEER (A/E) - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.4 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.5 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.6 COUNTY COMMISSION— The legislative body that governs the Osage County Commission, having authority to appropriate funds.

1.7 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

1.8 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.9 CONTRACT DOCUMENTS - The contract, including Advertisement for BIDS, Information For BIDDERS, BID, BID BOND, Agreement, General Conditions, SUPPLEMENTAL GENERAL CONDITIONS, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.10 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.11 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.12 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

1.13 DRAWINGS - The parts of the CONTRACT DOCUMENTS, which show the characteristics, and scope of the WORK to be performed and which have been prepared or approved by the A/E.

1.14 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the A/E to the CONTRACTOR during construction.

1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.16 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1.17 OWNER – Osage County Commission

1.18 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.19 OWNER'S REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.20 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.21 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.22 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions, or requirements that may be imposed by applicable state laws or public agencies, or special requirements for this PROJECT.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the A/E, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DRAWINGS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the pre-construction conference, the CONTRACTOR shall submit a draft construction schedule to the OWNER and A/E. Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the A/E in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The A/E shall promptly review all SHOP DRAWINGS. The A/E's approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the A/E's review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the A/E. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the A/E.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the A/E.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller when a Payment Bond is not required by the CONTRACT DOCUMENTS.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the A/E timely notice of readiness. The CONTRACTOR will then furnish the A/E the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The Owner, A/E and the A/E's representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the A/E it must, if requested by the A/E, be uncovered for the A/E's observation and replaced at the CONTRACTOR'S expense.

7.8 If the A/E considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the A/E's request, will uncover, expose or otherwise make available for observation, inspection or testing as the A/E may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and

function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the A/E, such material, article, or piece of equipment is of equal substance and function to that specified, the A/E may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the Owner and A/E.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the Owner and A/E in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and 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. The CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or

omissions of the OWNER, of the A/E or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the A/E or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the Owner and A/E prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER. CHANGE ORDER shall be used to adjust quantities of installed units which are different than those shown in the BID SCHEDULE because of final measurements. Final measurements shall not be considered changes in the WORK. Final measurements will determine compensation to the CONTRACTOR based on unit price shown in BID SCHEDULE.

13.2 The A/E, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the A/E unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the A/E WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

14.1.1 Unit prices previously approved.

14.1.2 An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or A/E.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the A/E for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR, before bidding the PROJECT, has the responsibility to become familiar with the site of the PROJECT and the conditions under which WORK will have to be performed during the construction period.

17.2 Excavating for foundations of surface structure: buildings, bridges, tanks, towers, retaining walls and other types of surface structures.

17.2.1 The CONTRACTOR, shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE OF:

17.2.2 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.2.3 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2.4 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereinafter shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of the final payment.

17.3 Excavating for below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures.

17.3.1 No extra compensation will be paid for rock excavation or varying geologic features encountered on the PROJECT, unless so shown as a bid item in the Bid Schedule of the Bid.

17.3.2 If man-made hazards are encountered by the CONTRACTOR, excluding utilities, which are not visible

from the surface, such as buried concrete foundations, buried garbage dumps, that cannot be by-passed and requires additional work then the procedure set forth in 17.2.4 will be followed.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the A/E which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the A/E, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the A/E and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.3 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the A/E, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.4 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the A/E fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the A/E or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the A/E terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the A/E has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the A/E stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.5 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or A/E to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or A/E.

18.6 The OWNER, without terminating the service of the CONTRACTOR or WRITTEN NOTICE to the Surety, through the A/E may withhold - without prejudice to the rights of the OWNER under the terms of the Agreement - or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of: defective work not remedied, claims filed or reasonable evidence indicating probable filing of claims, failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor, a reasonable doubt that the WORK can be completed for the balance then unpaid, damage to another contractor, and performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

19. PAYMENT TO CONTRACTOR

19.1 At least ten (14) calendar days before each regular COUNTY COMMISSION meeting which typically occurs each week on Tuesday and Thursday, the CONTRACTOR will submit to the A/E a progress payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the current period with supporting data as the A/E may reasonably require to confirm the work performed.

19.2 The A/E and Contractor must agree on the progress payment estimate at least five (5) calendar days prior to the COUNTY COMMISSION meeting for the A/E to submit the estimate to the OWNER for placement on the agenda at the COUNTY COMMISSION meeting. If agreement of the progress payment estimate between the Contractor and the A/E cannot be made in the time stated above, there will be no approval of the progress payment estimate by the OWNER.

19.3 The OWNER will pay the CONTRACTOR a progress payment on the basis of the approved progress payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate until completion and acceptance of the WORK. The 5% retainage may be reduced if completion and acceptance of the WORK is delayed due to valid circumstances and the WORK is usable for its intended purpose by the OWNER. If the reduction in the retainage is approved the remaining retainage shall be an amount sufficient to complete the WORK.

19.4 The request for payment may also include an allowance for the cost of major materials and equipment which are suitably stored either at or near the site. Payment does not relieve the CONTRACTOR of his responsibility for the safe keeping of this material and equipment.

19.5 Prior to completion and acceptance of the WORK, the OWNER, with the approval of the A/E and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.6 The OWNER shall have the right to enter the premises for any purpose, including the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.7 Upon completion and acceptance of the WORK, the A/E shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTORS, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. The A/E's certificate of acceptance will be on the document "Consultant's Certification for Acceptance and Final Payment".

19.8 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims and demands growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanic, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any

obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

21. INSURANCE

21.1 CONTRACTOR shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the AGREEMENT, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A and better.

21.2 As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the CONTRACTOR to the OWNER and A/E before any WORK under the Contract is commenced by the CONTRACTOR. OWNER shall have the right, but not the obligation, to prohibit CONTRACTOR or any SUBCONTRACTOR from entering the Project site until such certificates are received and approved by the OWNER.

21.3 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled before the expiration date. Unless otherwise provided by law, all policies shall provide for 30 days' notice to the OWNER in advance of policy cancellation or non-renewal.

21.3.1 CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21.4 The CONTRACTOR shall procure and maintain liability insurance as hereinafter specified:

21.4.1 CONTRACTOR'S Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor whether the operations be by the Contractor or by any subcontractor employed or contracted by Contractor or anyone directly or indirectly employed by Contractor or sub-contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

1. Premises and Operations
2. Products and Completed Operations
3. Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
4. Broad Form Property Damage including Completed Operations.
5. Explosion, Collapse and Underground Hazards (when underground excavation is part of the WORK)
6. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement

The Commercial General Liability policy limits shall not be less than:

\$1,000,000	Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
\$2,000,000	Aggregate for Products/Completed Operations

\$1,000,000	Personal Injury/Advertising Injury
\$3,000,000	General Aggregate (provide endorsement to apply the General Aggregate per project)

The combined coverage limits of the individual and umbrella insurance policies shall be \$3,000,000.

The policy shall have the OWNER and A/E named as an additional insured using ISO Additional Insured Endorsements CG 20 10 and CG 20 37, or substitute providing equivalent coverage (equivalent coverage is subject to the approval of the OWNER). These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate. The endorsement shall include the OWNER as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Where the WORK to be performed under the CONTRACT DOCUMENTS involves excavation or other underground WORK or construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR'S operations. Property Damage Insurance shall also cover the collapse of or structural injury to, any building or structure on or adjacent to the OWNER'S premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where the CONTRACT provides for alternations in, additions to, or the underpinning of, an existing structure or structures.

21.4.2 The CONTRACTOR shall maintain Automobile Public Liability and Property Damage Insurance to protect the CONTRACTOR from any claim arising from the use of the following in the execution of the WORK:

A) Contractor's own automobiles and trucks. B) Scheduled automobiles and trucks. C) Hired automobiles and trucks. D) Automobiles and trucks not owned by the CONTRACTOR, E) all vehicles. The insurance shall cover the use of the automobiles and trucks both on and off the site of the PROJECT. The minimum amounts of such insurance shall be \$1,000,000 Combined Single Limit for each accident.

21.4.3 The CONTRACTOR shall maintain an umbrella excess liability policy that will provide a minimum of \$2,000,000 per occurrence/\$2,000,000 aggregate over the above listed coverage. This policy should "follow-form" of the underlying policies, and complies with all insurance requirements of those policies. The policy shall have no deductible and no retention. The owner is not responsible for any costs relating to or stemming from any claim or the payment of any to or on behalf of the contractor, regardless of whether the contractor is out of pocket for the payment of any such claim or demand. If self-insured retention is approved by the Owner, the Owner will not reimburse Contractor for any costs related to such a claim that results in Contractor being out of pocket for retention.

21.4.4 The CONTRACTOR shall obtain a Blasting Endorsement on his Public Liability and Property Damage Insurance Policy before any blasting will be permitted.

21.5 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, Workmen's Compensation Insurance under statutory coverage per RSMo 287.010 et seq, and employers liability of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 occupational disease policy limit for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.6 The CONTRACTOR shall purchase, maintain, and deliver to OWNER, an Owner's, Contractors Protective (OCP) Liability Policy in the name of the OWNER to protect the OWNER, its agents and employees from claims which may arise from the execution of this AGREEMENT. The minimum amounts of such insurance shall be the same as required for Commercial General Liability and Property Damage Insurance.

21.7 The CONTRACTOR shall secure Builder's Risk "all-risk" Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, theft, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and

until the WORK is accepted by the OWNER. The policy shall name as the insured the OWNER, CONTRACTOR, and subcontractors. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to complete the PROJECT.

21.8 In case any WORK is sublet, the CONTRACTOR shall require the SUBCONTRACTOR to procure and maintain all insurance required in paragraphs 21.4 and 21.5 hereof and in like amounts, and in accordance with all provisions in paragraphs 21.1 through 21.3. CONTRACTOR shall require all SUBCONTRACTORS with whom it enters into a contract to perform work on this project to protect the OWNER through insurance against applicable hazards or risks and shall, upon request of the OWNER, provide evidence of such insurance.

21.9 The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the OWNER, its agents, and its employees.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within fifteen (15) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR.

22.2 If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER.

22.3 The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR and any SUBCONTRACTOR will indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense 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 is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the A/E, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the A/E any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS, subject, however, to the prior written approval of the OWNER to the SUBCONTRACTOR.

26.2 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

26.3 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the owner may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.4 Nothing contained in the CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. A/E'S AUTHORITY

27.1 The A/E shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The A/E will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of the material supply.

27.3 The A/E will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The A/E shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

27.5 The A/E shall be responsible for obtaining an acknowledgment of the "Consultant's Certification for Acceptance and Final Payment" from the OWNER before the certifications may take effect.

28. LAND AND RIGHT-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion and acceptance of the WORK. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion and acceptance of the WORK that the completed WORK is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any other damages that were caused by defects in the WORK. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. In emergency where, in the judgment of the OWNER; delay would cause serious loss or damage, repairs and replacement of defects in the WORK and damage caused by defects may be made without notice being sent to the CONTRACTOR, and the CONTRACTOR shall pay the cost thereof. The Performance BOND shall remain in full force and effect through the guarantee period.

30. REMEDIES

30.1 Except as may be otherwise found in the CONTRACT DOCUMENTS, all claims, disputes, counter-claims, and other matters in question between the OWNER and CONTRACTOR arising out of or related to this AGREEMENT or the breach thereof, will be decided in a court of competent jurisdiction within the state in which the OWNER is located. Venue and jurisdiction are in Osage County, Missouri, and Contractor submits to jurisdiction and venue on all matters relating to this Contract.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

31.2 A Missouri Sales Tax Exemption is provided for by Missouri State Statute 144.062, effective August 28, 1994, which allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax exempt entity shall furnish a signed exemption certification, authorizing such purchases for the construction, repair or remodeling project, to each CONTRACTOR and/or SUBCONTRACTOR. For further information please contact the Missouri Department of Revenue, P. O. Box 840, Jefferson City, MO 65105, telephone (573) 751-2836. Enclosed is a form approved by the Missouri Department of Revenue.

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

1. EXECUTION OF CONTRACT

1.1 Four (4) copies of the contract documents will be prepared by the A/E. All copies will be submitted to the Contractor and the Contractor shall execute the Contract Agreement, insert executed copies of the required bonds and power of attorney, and submit all copies to the Owner. The date of contract on the contract and bond forms shall be left blank for filling in by the Owner. The certification date on the power of attorney shall be also left blank for filling in by the Owner.

1.2 The Owner will execute all copies, insert the date of contract on the bonds and power of attorney, and return all copies to the attorney and A/E for review and distribution. Distribution of signed copies will be one copy each to the Owner, Contractor, A/E and Attorney.

2. ADDITIONAL COPIES OF DOCUMENTS

2.1 Owner shall furnish to Contractor the Drawings and Project Manual in electronic format. Printed copies will be furnished upon request at the cost of reproduction.

3. PREVAILING HOURLY WAGE RATES

3.1 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. (See Section 290.250, RSMo). The prevailing hourly rate of wages is included in these contract documents.

3.2 Each contractor and subcontractor shall:

- A. Comply in all respects with Sections 290.010 through 290.580 R.S.Mo.
- B. Post in a prominent and easily accessible place at the worksite, a legible list of all prevailing wage rates. (See Section 290.265, R.S.Mo)
- C. Keep full and accurate records clearly indicating the names, occupations and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department 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.

3.3 Contractor will forfeit a penalty to owner in the amount of \$100.00 per day or portion of a day for each worker who is paid less than the prevailing hourly rate of wages for any work done under the contract by the contractor or by any subcontractor.

3.4 Contractor and Subcontractors must post a legible list of all prevailing wages in a prominent and easy accessible place at the worksite. The list must be posted during the full time that any worker is employed on the job in accordance with 290.265, RSMo.

4. VEHICLE AND EQUIPMENT SIGNAGE

4.1 Pursuant to Section 290.290, RSMo, if the contract amount exceeds \$250,000, each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet but the size of the lettering need not be larger than two inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign, with the information required pursuant to this subsection, at the main entrance of the construction project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

5. AUTHORIZED EMPLOYEES

5.1 Pursuant to Section 285.530 RSMo, the "Work Authorization Affidavit" signed by Contractor,

- A. Acknowledges Section 285.530, RSMo, which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.
- B. In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

6. TRANSIENT EMPLOYER

6.1 Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, 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."

7. FOREIGN CORPORATIONS

7.1 All foreign corporations transacting business on the Project must present a Certificate of Authority form (Corp-42 from the Missouri Secretary of State). Every foreign corporation now doing business in or which may hereafter do business in this State without a Certificate of Authorization shall be subject to a fine of not less than \$1000 in accordance with 351.572 and 351.574, RSMo.

8. SAFETY TRAINING

8.1 Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees, including all subcontractor employees, who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

8.2 Contractor shall forfeit to Owner as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training.

8.3 Violations of this Section and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

9. MODIFICATIONS TO GENERAL CONDITIONS

None

10. CONFLICT BETWEEN STIPULATIONS

If there are any conflicts between the Technical Specifications stipulations and the stipulations in the General Conditions and the Supplemental General Conditions, the stipulations in the General Conditions and the Supplemental General Conditions shall govern only as to the specific part where the conflict exists.

11. TAX EXEMPTION

11.1 Pursuant to Section 31 of the General Conditions, the Owner will provide the Contractor, and his Subcontractors with a Missouri Department of Revenue Project Exemption Certificate and Owner's Tax Exempt Letter.

11.2 Exemption shall apply to all tangible personal property and materials to be incorporated or consumed in the construction of this specific project and no other.

11.3 Contractor shall require material suppliers and others who provide items for purchase on this project to place owners name on sales ticket, invoices, etc. for all that is to be subject to this exemption. Contractor shall provide, on a monthly basis, copies of such tickets, etc. from itself and subcontractors along with its periodic estimate for partial payment.

12. OBSERVATION

12.1 The Owner, A/E and Owner's representative shall have free access to all parts of the work, including pits, quarries, shops and plants where any part of the materials are produced or processed. All materials intended for incorporation shall be subject to final approval of the A/E. The Owner's representative shall have the authority to reject defective materials; to delay the respective construction while the suitability of materials is being determined or while equipment is being adjusted or calibrated; and to suspend operations on any part of the work not meeting Contract requirements. Owner's representative shall have no authority to deviate from or to relax the specifications without written permission of the A/E, or to delay the work unreasonably by failing to observe or to test in the field any of the work and materials.

12.2 The Owner may appoint (either directly or through the A/E) such Owner's representative as the Owner deems proper to observe the materials furnished and the work performed for compliance with the drawings and specifications. The Contractor shall furnish all reasonable assistance required by the A/E, or resident project representative, for the proper observation of the work. Should the Contractor object to

any interpretation of the contract by a resident project representative, the Contractor may make written appeal to the A/E for a decision.

12.3 Such observation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner, whenever so ordered by the A/E, without reference to any previous oversight or error in observation.

13. LOSSES FROM NATURAL CAUSES

13.1 All loss or damage arising out of the nature of the work, or from the action of the elements, or from floods or overflows, or from ground water, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

14. WEEKEND, HOLIDAY, AND NIGHT WORK

14.1 No work shall be performed between 6:00 p.m. and 6:00 a.m., or on Saturday, Sundays, or legal holidays without the written permission of the Owner at least 8 days in advance. However, emergency work may be done without prior permission. The Owner has the right to charge Contractor for labor and other associated costs related to this work.

14.2 Section 00400 "Bid Form" page 1 stipulates that the Contractor will complete the work in a specified number of consecutive calendar days. The Contractor shall take note that the non-work times as outlined herein above shall not act as a condition to allow extra calendar days. But the Contractor shall plan his work to complete the project within said calendar days with no work being performed as aforesaid.

15. FORMS

15.1 The following forms will be used during the project. The A/E will provide Excel spreadsheets of the appropriate forms to Contractor for preparation and processing of payment requests.

- Application for Payment
- Stored Material Summary
- Contract Change Order
- A/E Certification for Substantial Completion
- A/E Certification for Acceptance and Final Payment

APPLICATION FOR PAYMENT NO. _____
 REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
 WESTPHALIA, OSAGE COUNTY, MISSOURI

Owner: Osage County Commission

Contractor:

Notice to Proceed:

Contract Days:

Approved Time Change:

Current Contract Days:

Completion Date:

Days Remaining:

Application Period Ending: _____

Engineer's Project No. 19252.004

Original Contract Price \$ _____

Approved Change Orders _____

Current Contract Price _____

Total Completed & Stored _____

Item No.	Description	Unit	Bid Quantity	Changed Quantity	New Quantity	Quantity to Date	Unit Price	Amount
								\$0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								\$0.00

Value of Completed Work \$0.00

Value of Material on Hand \$0.00

Total Value of Work and Material \$0.00

Less 5 % Retained \$0.00

Total Amount Due to Date \$0.00

Less Previous Payment \$0.00

Net Amount Due \$0.00

I hereby certify that the degree of completion of the WORK, as represented by this payment estimate, was performed in compliance with the CONTRACT DOCUMENTS.

CONTRACTOR (Submitted):

Date:

I, the CONSULTANT, hereby certify that I or a delegated representative has Inspected the WORK and as a result of this inspection, and to the best of my knowledge, the degree of completion of the WORK, as represented by this payment estimate, conforms to the DRAWINGS and SPECIFICATIONS.

CONSULTANT (Approved):

Date:

OWNER (Authorized Payment):

Date:

STORED MATERIAL SUMMARY
REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

Owner: Osage County Commission

Application Period Ending: _____

Contractor: _____

Engineer's Project No. 19252.004

Material Description	Quantity Stored		Quantity Used to Date	Quantity Remaining	Inventory Price	Stored Material Value
	Previously	This Period				
						\$0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00

Value of Stored Material \$0.00

CONSULTANT (Approved): _____ Date: _____

CHANGE ORDER NO. _____
REMOVAL OF BRIDGE NO. 0750003 AND RELATED WORK ON COUNTY ROAD 611
WESTPHALIA, OSAGE COUNTY, MISSOURI

Owner: Osage County Commission
Contractor:

Engineer's Project No. 19252.004

The Contract Documents are modified as follows upon execution of this Change Order:
Description of Work:

Cost of Work for this Change Order:

Item No.	Item Description	Unit	Previously Approved Quantity	Changed Quantity	New Quantity	Contract or Unit Price	Changed Amount

Total _____

Change in Contract Times:

Original Contract Completion Days _____
Previously Approved Contract Days _____
Increase (Decrease) in Contract Days _____
Revised Contract Completion Days _____

Change in Contract Price:

Original Contract Price _____
Price for this Change Order _____
Previously Approved Change Orders _____
To Date Contract Price change _____
Revised Contract Price _____

Authorizing Signatures:

ENGINEER Date

CONTRACTOR Date

OWNER Date

Change order is subject to all provisions of the contract documents and is not in effect unless signed by all parties indicated.

When the Revised Contract Amount is in excess of the Original Contract Amount by 20% the PERFORMANCE BOND and PAYMENT BOND are to be amended by the PRINCIPAL and SURETY.

A/E CERTIFICATION
OF SUBSTANTIAL COMPLETION

CONTRACTOR:
PROJECT: Removal of Bridge No. 0750003 and Related Work on County Road 611
Westphalia, Osage County, Missouri
OWNER: Osage County Commission
BONDING CO:

Substantial Completion has been achieved for the ☐ entire Work ☐ following portion of Work:

The Date of Substantial Completion of Work covered by this certificate is established to be:

“Substantial Completion” means the designated Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner may occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work. The Date of Substantial Completion is the date upon which all warranties for the Work commence, unless otherwise agreed and recorded herein.

I hereby certify that, the Work stated above has been reviewed and found, to my best knowledge, information and belief, to be substantially complete.

(SEAL) A/E Signature Date

The work described above accepted by the A/E for Substantial Completion is hereby acknowledged and approved.

Osage County Commission

BY: _____
NAME, TITLE Date

ATTEST: _____ (SEAL)
NAME, TITLE

cc: Contractor
Owner
A/E
Attorney

A/E CERTIFICATION
FOR ACCEPTANCE AND FINAL PAYMENT

I, _____, Consultant for Osage County Commission,
has been notified by _____

that he has completed Removal of Bridge No. 0750003 and Related Work on County Road 611
Westphalia, Osage County, Missouri in accordance with the contract documents and that it is functioning properly.

I hereby certify that, upon receipt of the above notification by the contractor, final inspection of the work was conducted by me, and, to the best of my knowledge, the work has been completed in accordance with the drawings and specifications and is functioning properly.

I have approved all payment estimates; prepared and received approval of all change orders. I have received the required certifications, instructions for operating the equipment, manuals, and other documents from the contractor and delivered them to the owner. Notification has been given to the proper Government agencies that the work is completed.

I recommend under the provisions of the contract documents that the work is accepted, and recommend that final payment be made.

_____ A/E Signature	_____ Date
(SEAL)	

The work described above accepted by the consultant is hereby acknowledged and final payment authorized.

Osage County Commission

BY: _____
NAME, TITLE Date

ATTEST: _____ (SEAL)
NAME, TITLE

cc: Contractor
Owner
A/E
Attorney

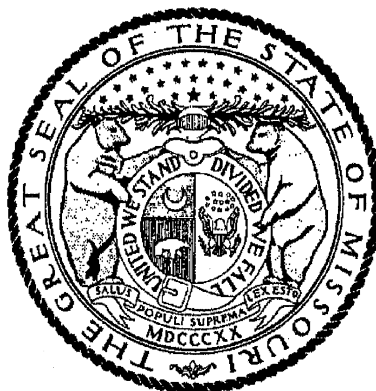
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Bartlett & West

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 076
OSAGE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$22.97
Boilermaker	*\$22.97
Bricklayer	*\$22.97
Carpenter	\$45.42
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$22.97
Plasterer	
Communications Technician	*\$22.97
Electrician (Inside Wireman)	\$54.49
Electrician Outside Lineman	*\$22.97
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$22.97
Glazier	*\$22.97
Ironworker	\$60.13
Laborer	*\$22.97
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$22.97
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$59.13
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$22.97
Plumber	*\$22.97
Pipe Fitter	
Roofer	*\$22.97
Sheet Metal Worker	\$52.08
Sprinkler Fitter	*\$22.97
Truck Driver	*\$22.97
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.
Public works contracting minimum wage is established for this occupational title using data provided by Missouri
Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
OSAGE County

Section 076

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	*\$22.97
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$22.97
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	*\$22.97
General Laborer	
Skilled Laborer	
Operating Engineer	*\$22.97
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$22.97
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS


January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

- A. GENERAL
- B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS
- C. UTILITIES
- D. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT
- E. LIQUIDATED DAMAGES FOR COMPLETION DATE
- F. PRE-CONSTRUCTION CONFERENCE
- G. WORK ZONE TRAFFIC MANAGEMENT PLAN
- H. PROPERTY CORNERS AND MONUMENTATION
- I. BRIDGE REMOVAL AND RESTORATION
- J. PROTECTION OF ADJACENT PROPERTIES
- K. PERMITS AND ENVIRONMENTAL CONSIDERATIONS

	OSAGE COUNTY COMMISSION 205 East Main Street Linn, MO 65051 Phone (573) 897-2139
	BARTLETT & WEST, INC. 1719 Southridge Drive, Suite 100 Jefferson City, MO 65109 Certificate of Authority: 000167 Consultant Phone: 573-634-3181
	Removal of Bridge No. 0750003 and Related Work on County Road 611 Westphalia, Osage County, MO Project No. 19252.004 Date Prepared: 7/16/2021
If a seal is present on this sheet, JSP's have been electronically sealed and dated.	ADDENDUM DATE:
All Job Special Provisions are authenticated by this seal.	

A. GENERAL

1.0 The Technical Specifications for this project shall consist of the latest effective version of the Missouri Standard Specifications for Highway Construction except as modified or contradicted by the Contract, Special Provisions, General Provisions, and Plans.

2.0 The standard drawings for this project shall consist of the latest effective edition of the Missouri Standard Plans for Highway Construction.

2.1 Copies of the Missouri Standard Plans for Highway Construction can be found at <https://www.modot.org/missouri-standard-plans-highway-construction>.

3.0 The contractor shall familiarize himself with these drawings and specifications prior to bidding. Failure to do so shall not relieve the contractor from delivering the completed project in accordance with the intent of the Plans and Specifications to provide a workable project.

B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

1.0 All questions can be directed to the contact below:

Austin Johnson, P.E.
Bartlett & West, Inc.
1719 Southridge Drive, Suite 100
Jefferson City, MO 65109-4000

Telephone Number (573) 659-6737
Email austin.johnson@bartwest.com

C. UTILITIES

1.0 It shall be the sole responsibility of the contractor to locate, protect, and restore all existing utilities encountered on the project. Notify Missouri One Call (1-800-DIG-RITE) for location of the utilities at least five days prior to the construction.

1.1 The contractor shall be aware of the presence of utilities above and/or below the ground or in the vicinity of this project that may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the owner at the time of bidding and award of the contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the contractor's work under this contract shall not be compensable.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3, MoDOT Standard Specifications for Highway Construction. The contractor waives, for itself, its

JOB SPECIAL PROVISIONS

subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the owner from damages to any utility facilities interruption of service by it or its subcontractor's operation.

1.4 The contractor shall coordinate with utility companies to allow the utilities to inspect any exposed lines that are to remain in place before being backfilled. Any damage to the utilities that occurred during construction shall be repaired or replaced at the expense of the contractor.

2.0 It shall be noted by the contractor that the owner is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of utility facilities, which includes but are not limited to those identified on the plans. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also notify the engineer by fax (573-636-8389). The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to work just as Missouri One Call requires.

3.0 Basis of Payment: No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

D. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The project contact's office shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Osage County Sheriff	(573) 897-3107
Osage County EMS	(573)-897-0044
Westphalia Fire Protection District	911 (Emergency) (573) 455-2181 (Non-Emergency)
Missouri State Highway Patrol	(573) 751-1000

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 Basis of Payment: No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

E. LIQUIDATED DAMAGES FOR COMPLETION DATE

1.0 Description. Completion of this contract shall be in accordance with Sec. 108.7, MoDOT Standard Specifications and will be administered on a completion date basis.

- 1.1** Revise section 108.8.1.2 (a) and (b) and substitute the following for the
(a) Liquidated damages will be assessed from December 15 to March 15
(b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays

2.0 Period of Performance. Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec. 108.7.

Completion Date: October 15, 2021

3.0 Working Days. The count of working days will begin on the date the contractor starts any construction operations on the project.

Project Selected	Calendar Days
Base Bid	20

3.1 Working days will not be counted if the Gage Height at USGS 06927000 Maries River at Westphalia, MO exceeds 2.5 feet. Regardless of when the work is begun or days not counted, all work shall be completed on or before October 15, 2021.

4.0 Should the contractor, or in case of default, the surety, fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of Sec 108.8, MoDOT Standard Specifications. These damages are in addition to any other damages as specified elsewhere in this contract.

Liquidated Damages Per Day: \$1000

F. PRE-CONSTRUCTION CONFERENCE

1.0 Prior to starting work, a pre-construction conference will be held to discuss the project, it's scheduling and it's coordination with the work of others. It is expected that this conference will be attended by representatives of the Owner, the Engineer, the Contractor and his

JOB SPECIAL PROVISIONS

Subcontractors, and the Utilities, as well as representatives of any other affected agencies which the Owner may wish to invite.

1.1 It shall be required that all of the Contractor's designated foremen that will oversee field operations of the project will attend the conference.

1.2 The work schedule specified in the Instructions to Bidders will be submitted at the conference.

G. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management supplied by the contractor shall be in accordance with applicable portions of Division 100, Division 600, and Division 900 of the Missouri Department of Transportation Standard Specifications, and specifically as follows.

2.0 Traffic Control. Temporary traffic control shall comply with the Manual on Uniform Traffic Control Devices (MUTCD) and shall consist of two (2) "ROAD CLOSED AHEAD" (W20-3R) signs and four (4) Type III Movable Barricades, each with a "ROAD CLOSED" (R11-2R) sign. Temporary mounting can be used for the W20-3R signs.

2.1 Temporary traffic control for Maries River shall consist of four (4) signs, two (2) upstream and two (2) downstream, warning river traffic of construction ahead.

2.2 Final traffic control shall comply with MUTCD and shall consist of two (2) "DEAD END" (W14-1) signs, and two (2) "NO OUTLET" (W14-2) signs, and two (2) "MoDOT TYPICAL ROAD CLOSURE" installations with Type D Guardrail and object markers in accordance with Standard Plan 903.03BN.

3.0 Property Owner Coordination: Contractor must coordinate with adjacent property owners to schedule construction of the entrance. Contractor shall provide property owners access to their property at all times by use of phased construction, shared entrances, temporary entrances, or other means necessary. Property access closures may be allowed with permission of property owner and approval of the Engineer.

4.0 Basis of Payment: Any expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by project bid items.

H. PROPERTY CORNERS AND MONUMENTATION

1.0 It shall be the responsibility of the Contractor to protect all property lot corners and land survey corners and accessories. Should it be necessary to disturb any such monument, whether stake, pin, bar, disk, box, or other, the Contractor shall contact the County prior to construction. The County will reference such markers prior to removal and reset them after construction. The Contractor shall allow the County a minimum of 2 working days to reference such markers.

2.0 No direct payment will be made to the contractor for the requirements of this provision.

I. BRIDGE REMOVAL AND RESTORATION

- 1.0** The Contractor shall furnish all engineering, labor, materials, tools, equipment and trucking requirements to develop a plan and remove all remnants and traces of Bridge No. 0750003, including but not limited to the removal of all superstructure and substructure bridge components **(EXCLUDING REMOVAL OF THE EAST BRIDGE ABUTMENT)**, the removal of all existing asphalt decking, all transportation, trucking and hauling, temporary construction signage, permanent signage and barricaded, removal of adjacent rubble, seeding and mulch and site clean-up.
- 1.1** The two western bridge spans that still stand shall be completely removed.
- 1.2** Any rocks that may have fallen off the east abutment shall be set back in place.
- 1.3** All debris shall be removed from the site and disposed of at locations determined and secured by the Contractor and approved by the Owner.
- 1.4** The existing roadway embankments behind the fill faces shall be regraded to smoothly blend into the surrounding terrain. Maximum slopes shall not exceed 5 to 1.
- 1.5** The completed project shall be graded to drain.
- 1.6** The riverbanks shall be reshaped and sloped to match the existing riverbanks upstream and downstream of the collapsed bridge.
- 1.7** Any existing private improvements (fencing, gates, entrances, etc.) shall be protected, and if disturbed, shall be restored to a better than pre-existing condition.
- 1.8** Virtually all trees and shrubs within the work area are designated to remain due to ENVIRONMENTAL CONSIDERATIONS and shall be protected from damage during construction.
- 1.9** To prevent compaction of soil over tree roots, only minimal grading or disturbance will be allowed to areas within and adjacent to drip line of trees or shrubs designated to remain. Contractor shall obtain approval from Owner's Representative prior to starting any grading work within these areas. Unnecessary cutting of plant roots shall not be permitted.
- 1.10** All disturbed areas shall be seeded and mulched as per the Standard Specifications.
- 1.11** Once vegetation has been re-established, the erosion control BMP's shall be removed.
- 2.0 Basis of Payment:** Any expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by project bid items.

J. PROTECTION OF ADJACENT PROPERTIES

- 1.0** Surface water shall be diverted and otherwise prevented from entering or damaging adjacent property as a result of precipitation during construction.

K. PERMITS AND ENVIRONMENTAL CONSIDERATIONS

1.0 The Contractor is responsible for obtaining all permits necessary for the completion of the project. Coordination with the governmental agencies having jurisdiction over this type of work may include but is not limited to:

- United States Army Corps of Engineers (USACE)
- United States Fish and Wildlife Services (USFWS)
- Missouri Department of Natural Resources
- Missouri Department of Conservation

1.1 Special environmental considerations must be taken due to the possible presence of federally threatened and endangered species. **Information received from jurisdictional governmental agencies relating to this project are attached to these Job Special Provisions.**

1.2 The Contractor is required to submit a narrative description of the "Means and Methods" to complete the work to the Owner and appropriate governmental agencies having jurisdiction over this type of work.

1.3 No construction may begin until the "Means and Methods" are approved by the jurisdictional governmental agencies and the Contractor has secured any permits deemed necessary.

2.0 Basis of Payment. All expenses incurred by the Contractor by reason of their compliance with this provision shall be considered as completely covered by the pay items included in the contract.

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ENVIRONMENTAL CONSIDERATIONS

On November 4, 2021, John Weber of the United States Fish and Wildlife Service (USFWS) offered the following:

The Westphalia bridge project is within the range of federally threatened and endangered species (Niangua darter, Indiana Bat, Northern-long eared bat, and Gray bat) (see attached endangered species reviews). If the project is conducted in a manner that does not require a 404 permit from the USACE, USFWS will not require a Section 7 consultation under the Endangered Species Act.

On February 5, 2021, Sean Beyke with the United States Army Corps of Engineers (USACE) offered the following:

The Westphalia bridge demolition project is similar to another demolition project of a collapsed bridge near Ft. Leonard Wood in Webster County. On that project, divers were able to cut up the bridge in sections that were then winched out of the river from a site above the high-water mark. If the project sponsor follows the same protocol, no permits will be required for the demolition and removal of the old structure under Section 404 of the Clean Water Act or the Rivers and Harbors Act of 1899. This is because there will be no "fill" introduced into the stream channel during this phase of the project. If other techniques are going to be used including construction of a work pad in the channel, then the project sponsor will need to apply for an individual permit under Section 404 of the Clean Water Act. This will also trigger other federal and state permits. It is in the best interest of the project to winch out sections of the bridge per USACE advice.

On February 5, 2021, Mike Irwin with the Missouri Department of Natural Resources offered the following:

Regarding Water Quality Certification under Section 401 of the Clean Water Act, if the bridge is removed in a way that does not require a 404 permit, then 401 certification will not be required either. A Land Disturbance Permit will be required if more than 1 acre is going to be cleared as part of the project. We can eliminate the need for this permit if clearing and disturbance is limited to less than 1 acre.

STRONGLY RECOMMENDED BEST MANAGEMENT PRACTICES (BMPS):

Niangua Darter:

Because the project location is within the range of the Niangua darter, the following conservation measures are proposed to reduce impacts to this species, as well as other aquatic species:

- a. no work will be conducted from March 15 through June 15 below the ordinary high-water mark to avoid impacts to spawning adults, eggs and/or larval fish;
- b. conduct work during periods of low flow to reduce potential presence of adult Niangua Darter, impacts to available habitat, amount of water to be diverted, interaction with and take from recreational water users, and turbidity;
- c. avoid working in-stream to the maximum extent practicable;
- d. unused machinery, equipment, fuels, chemicals, industrial lubricants, and materials shall be stored outside of the stream to avoid pollutants from entering the stream during flash flood events or from accidental spills/leakage;
- e. refueling of equipment will take place outside of the stream channel (more than 100 feet) to avoid fuels from entering the stream;
- f. no explosives will be used, and the removal activities are expected to induce those fish species present, including Niangua darters, to safely egress the vicinity;
- g. all equipment will be cleaned (power wash) prior to beginning work to prevent introduction of invasive flora/fauna and to remove petroleum products (grease/oils) from contaminating waterbody and/or project area.

Bats:

Cutting of trees larger than 3 inches DBH is allowed between November 1—March 31. During this period bats will be hibernating in caves and mines.



Missouri Department of Conservation

Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

Natural Heritage Review Level Three Report: Species Listed Under the Federal Endangered Species Act

There are records for species listed under the Federal Endangered Species Act, and possibly also records for species listed Endangered by the state, or Missouri Species and/or Natural Communities of Conservation Concern within or near the the defined Project Area. Please contact the U.S. Fish and Wildlife Service and the Missouri Department of Conservation for further coordination.

Foreword: Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this website is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants, natural communities and habitats to assist in planning, designing and permitting stages of projects.

PROJECT INFORMATION

Project Name and ID Number: Westphalia MO Bridge #8547

Project Description: Lat: 38.4439195 Long: -91.9907288, Maries River NE of Westphalia, MO

Project Type: Transportation, Structures and Bridges, Bridge Preservation, Restoration and/or Rehabilitation

Contact Person: Jenna Moore

Contact Information: jmoore@allstateconsultants.net or 573-875-8799

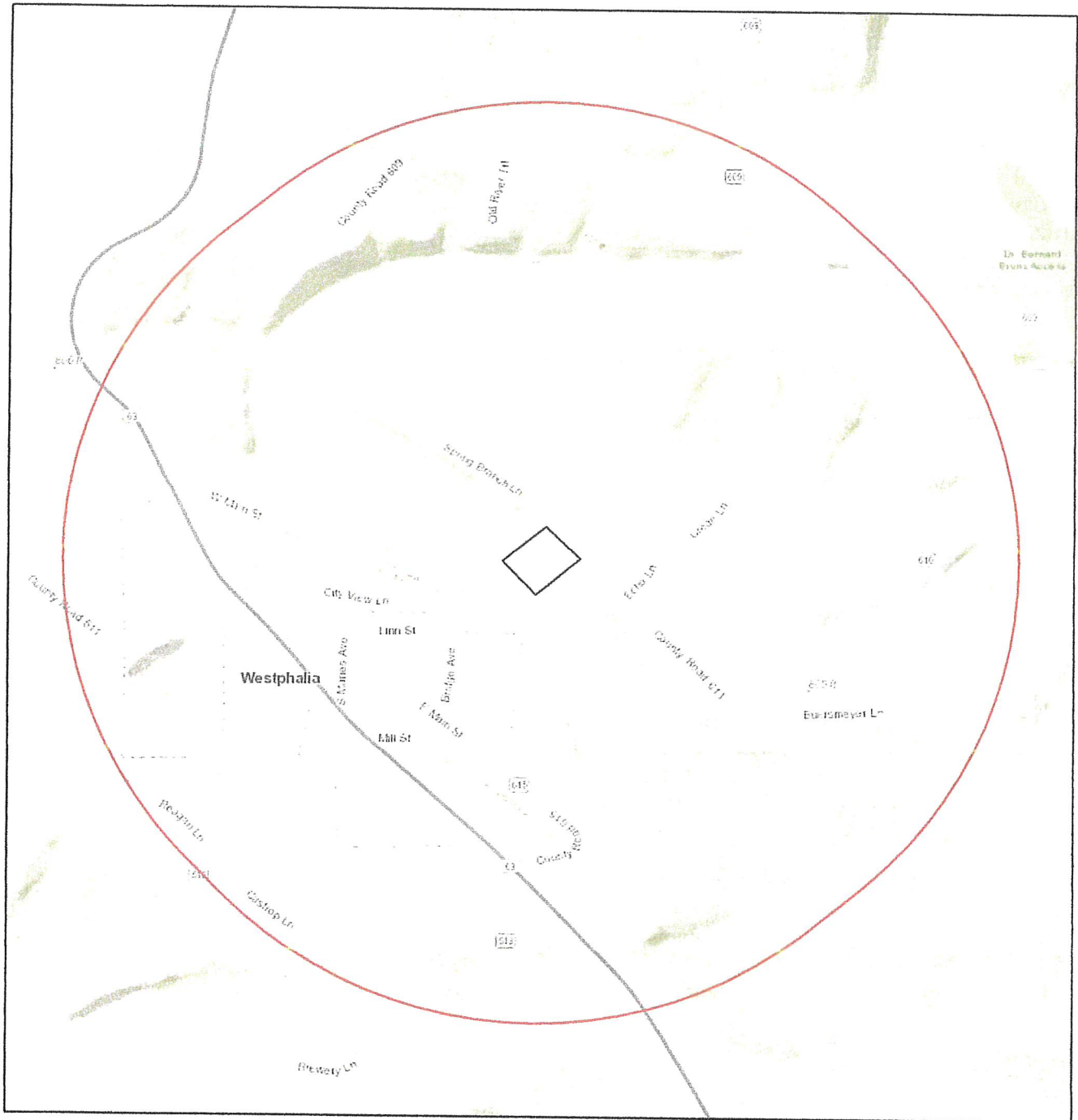
Disclaimer: The NATURAL HERITAGE REVIEW REPORT produced by this website identifies if a species tracked by the Natural Heritage Program is known to occur within or near the area submitted for your project, and shares suggested recommendations on ways to avoid or minimize project impacts to sensitive species or special habitats. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information. The Natural Heritage Program tracks occurrences of sensitive species and natural communities where the species or natural community has been found. Lack of an occurrence record does not mean that a sensitive plant, animal or natural community is not present on or near the project area. Depending on the project, current habitat conditions, and geographic location in the state, surveys may be necessary. Additionally, because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, Reports include information about records near but not necessarily on the project site.

The Natural Heritage Report is not a site clearance letter for the project. It provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from the Natural Heritage Program into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive fish, forest and wildlife resources. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination: Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. The information within this report is not intended to replace Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit the USFWS Information for Planning and Conservation (IPaC) website at <https://ecos.fws.gov/ipac/> for further information. This site was developed to help streamline the USFWS environmental review process and is a first step in ESA coordination. The Columbia Missouri Ecological Field Services Office may be reached at 573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203.

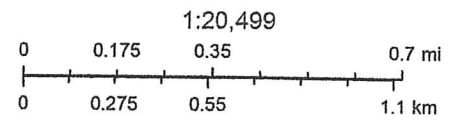
Transportation Projects: If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or www.modot.mo.gov/ehp/index.htm for additional information on recommendations.

Westphalia MO Bridge



January 22, 2021

- Project Boundary
- Buffered Project Boundary



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Species or Communities of Conservation Concern within the Area:

There are records for species listed under the Federal Endangered Species Act, and possibly also records for species listed Endangered by the state, or Missouri Species and/or Natural Communities of Conservation Concern within or near the the defined Project Area. Please contact the U.S. Fish and Wildlife Service and the Missouri Department of Conservation for further coordination.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Other Special Search Results:

No results have been identified for this project location.

Project Type Recommendations:

Recommendations for Best Management Practices are under development.

Project Location and/or Species Recommendations:

Endangered Species Act Coordination - Indiana bats (*Myotis sodalis*, federal- and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) may occur near the project area. Both of these species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. **If any trees need to be removed for your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

The project location submitted and evaluated is within the range of the Gray Myotis (i.e., Gray Bat) in Missouri. Depending on habitat conditions of your project's location, Gray Myotis (*Myotis grisescens*, federal and state-listed endangered) could occur within the project area, as they forage over streams, rivers, lakes, and reservoirs. Avoid entry or disturbance of any cave inhabited by Gray Myotis and when possible retain forest vegetation along the stream and from the cave opening to the stream. See <http://mdc.mo.gov/104> for best management recommendations.

The project site submitted and evaluated is on or near Fish Spawning Stream Reaches Maries River, one of 138 state-designated fish spawning stream segments. These stream reaches were so designated because they have highly diverse fish communities, fish Species of Conservation Concern present, and because they are important to maintaining, restoring, or avoiding future listing of Species of Conservation Concern. These stream reaches also are included as a Missouri Nationwide Permit Regional Condition (Number 2) that must be considered if working under a Clean Water Act Section 404 Permit issued by the U.S. Army Corps of Engineers (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/NationWidePermit...>). A list of all stream reaches is available at <http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermi...>. Activities that alter or destabilize stream bottoms or banks should be avoided during the important fish spawning period for that stream, in order to not disrupt fish spawning (i.e., laying and fertilizing fish eggs.) The sensitive spawning period for this stream is March 15th to June 15th. At all times, avoid habitat destruction or introducing heavy sediment loads, chemical or organic pollutants.

Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment. Please inspect and clean equipment thoroughly before moving between project sites. See <http://mdc.mo.gov/9633> for more information.

- Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- When possible, wash and rinse equipment thoroughly with hard spray or HOT water (?140° F, typically available at do-it-yourself car wash sites), and dry in the hot sun before using again.

Streams and Wetlands – Clean Water Act Permits: Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch.aspx>) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (<http://dnr.mo.gov/env/wpp/401/index.html>), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit <http://dnr.mo.gov/env/wpp/permits/index.html> for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Miscellaneous Information

FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 1 0). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 1 0-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

Additional information on Missouri's sensitive species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about the animals and some plants mentioned may be accessed at http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. If you would like printed copies of best management practices cited as internet URLs, please contact the Missouri Department of Conservation.



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Missouri Ecological Services Field Office
101 Park Deville Drive
Suite A
Columbia, MO 65203-0057
Phone: (573) 234-2132 Fax: (573) 234-2181

In Reply Refer To:

January 22, 2021

Consultation Code: 03E14000-2021-SLI-0697

Event Code: 03E14000-2021-E-01944

Project Name: Westphalia MO Bridge

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

Threatened and Endangered Species

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. **Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days.** The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

Consultation Technical Assistance

Refer to the Midwest Region [S7 Technical Assistance](#) website for step-by-step instructions for making species determinations and for specific guidance on the following types of projects: projects in developed areas, HUD, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

Federally Listed Bat Species

Indiana bats, gray bats, and northern long-eared bats occur throughout Missouri and the information below may help in determining if your project may affect these species.

Gray bats - Gray bats roost in caves or mines year-round and use water features and forested riparian corridors for foraging and travel. If your project will impact caves, mines, associated riparian areas, or will involve tree removal around these features – particularly within stream corridors, riparian areas, or associated upland woodlots –gray bats could be affected.

Indiana and northern long-eared bats - These species hibernate in caves or mines only during the winter. In Missouri the hibernation season is considered to be November 1 to March 31. During the active season in Missouri (April 1 to October 31) they roost in forest and woodland habitats. Suitable summer habitat for Indiana bats and northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ 5 inches diameter at breast height (dbh) for Indiana bat, and ≥ 3 inches dbh for northern long-eared bat, that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Tree species often include, but are not limited to, shellbark or shagbark hickory, white oak, cottonwood, and maple. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, Indiana bats or northern long-eared bats could be affected.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas);
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees; and
- A stand of eastern red cedar shrubby vegetation with no potential roost trees.

Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example ["No Effect" document](#) also can be found on the S7 Technical Assistance website.
2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project – other than bats (see #3 below) – then project proponents can conclude the proposed activities **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain [Life History Information for Listed and Candidate Species](#) through the S7 Technical Assistance website.
3. If IPaC returns a result that one or more federally listed bat species (Indiana bat, northern long-eared bat, or gray bat) are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** these bat species **IF** one or more of the following activities are proposed:
 - a. Clearing or disturbing suitable roosting habitat, as defined above, at any time of year;
 - b. Any activity in or near the entrance to a cave or mine;
 - c. Mining, deep excavation, or underground work within 0.25 miles of a cave or mine;
 - d. Construction of one or more wind turbines; or
 - e. Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on listed bat species. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example ["No Effect" document](#) also can be found on the S7 Technical Assistance website.

If any of the above activities are proposed in areas where one or more bat species may be present, project proponents can conclude the proposed activities **may affect** one or more bat species. We recommend coordinating with the Service as early as possible during project planning. If your project will involve removal of over 5 acres of suitable forest or woodland habitat, we recommend you complete a Summer Habitat Assessment prior to contacting our office to expedite the consultation process. The Summer Habitat Assessment Form is available in Appendix A of the most recent version of the [Range-wide Indiana Bat Summer Survey Guidelines](#).

Other Trust Resources and Activities

Bald and Golden Eagles - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area

please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

Migratory Birds - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed [voluntary guidelines for minimizing impacts](#).

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to [guidelines](#) developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's [Wind Energy Guidelines](#). In addition, please refer to the Service's [Eagle Conservation Plan Guidance](#), which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

Next Steps

Should you determine that project activities **may affect** any federally listed species or trust resources described herein, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

If you have not already done so, please contact the Missouri Department of Conservation (Policy Coordination, P. O. Box 180, Jefferson City, MO 65102) for information concerning Missouri Natural Communities and Species of Conservation Concern.

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Karen Herrington

Attachment(s):

- Official Species List

- **USFWS National Wildlife Refuges and Fish Hatcheries**
- **Wetlands**

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Missouri Ecological Services Field Office

101 Park Deville Drive

Suite A

Columbia, MO 65203-0057

(573) 234-2132

Project Summary

Consultation Code: 03E14000-2021-SLI-0697

Event Code: 03E14000-2021-E-01944

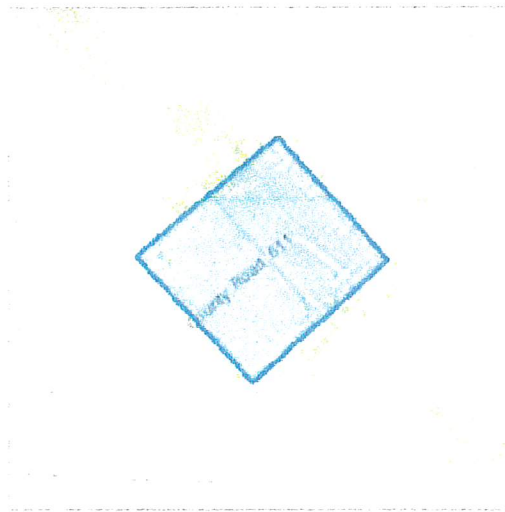
Project Name: Westphalia MO Bridge

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: Bridge collapse and future reconstruction over the Maries River.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@38.4448012,-91.99091926071358,14z>



Counties: Osage County, Missouri

Endangered Species Act Species

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. The location of the critical habitat is not available. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Threatened

Fishes

NAME	STATUS
Niangua Darter <i>Etheostoma nianguae</i> There is final critical habitat for this species. The location of the critical habitat is not available. Species profile: https://ecos.fws.gov/ecp/species/7157	Threatened

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

RIVERINE

- [R2UBH](#)

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Bartlett & West