

City of Chillicothe is accepting bids for the design build & construction of a 60x80x16 insulated metal sided wood or steel frame construction storage building at the Fire Training Center.

Building

We are currently accepting sealed bids for the design build & construction of a 60x80x16 insulated metal sided, wood or steel frame construction storage building to be located at the site of the Fire Training Center. The building shall consist of (1) one 20X14 insulated metal garage door with opener on the East 60-foot side, and (2) 36" insulated all metal walk-in doors to be located on the South and North sides. The building shall include a 12" overhang with appropriate guttering and downspouts. Insulation on the building must meet city building code requirements.

Plumbing

Plumbing and water shall be bid as a part of the building to include connection to the City of Chillicothe water and waste water systems, plumbing for (1) toilet and (1) lavatory for possible future interior renovation. There shall also be (2) indoor/outdoor freeze proof garden hose connections, (1) on the inside and (1) on the outside of the building.

Electrical

The bid shall include a 200 Amp Electrical service breaker panel, all electrical wiring of lights, switches, ground fault receptacles on the interior of the building. The bid should include 4ft LED ceiling/rafter mounted light fixtures and (3) exterior LED motion light fixtures, (1) above the garage door and (1) above each of the (2) walk-in doors. (1) GFI receptacle shall be wired and installed for the garage door opener, and (20) GFI receptacles shall be placed on the interior of the building on the 80ft and 60ft walls spaced meeting the City of Chillicothe electrical code specifications.

Concrete

A 6" concrete floor shall be part of the design build construction bid. Concrete shall also include a _____ by _____ driveway into the building entering the garage door and _____ by _____ walkway pads exiting each walk-in door.

Fence Removal

The removal of approximately 60-foot of chain link fence shall be included by the bidder, with the bidder resetting posts and fencing on the SE and NE corner of the building.

Minimum wage rates for this contract shall be prevailing wage rates as determined by the Missouri Department of Labor Standards Annual Wage Order No. 28 are to be considered as a part of this Invitation to Bid.

Bidder will be required to provide payment and performance bonds for the project.

Bidder will be required to provide insurance as stated in contract documents.

ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Bidders are informed that pursuant to Section 295.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and 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 bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

SAFETY TRAINING

Bidders are informed that the project is subject to the requirements of Section 292.675 RSMo, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. If on-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

All bids must be received in the Office of Chillicothe City Clerk (715 Washington Street, Chillicothe, Missouri 64601) no later than 1:00 PM CST April 20th, 2022.

Careful review of all submitted bids will be performed before a bid is selected. The bid shall list any exceptions as part of the bid packet. The design build & construction bid must meet all City of Chillicothe building & electrical code specifications.

The City of Chillicothe has the right to accept the bid, which in its judgment is the best responsible bid, and to reject any or all bids and to waive any informalities, omissions, oversights, or irregularities in any bid.

For more information about the building request or to view the site for the building at the fire Training Center Contact:

Eric Reeter

Fire Chief

Chillicothe Fire Department

ereeter@chillicothe-city.org

Phone 660-646-2139 ext. 2100

CONSTRUCTION CONTRACT

The Contract is made _____, 2022, between the City of Chillicothe, Missouri, of 715 Washington Street, Chillicothe, Missouri 64601 (“Owner”), and _____, of _____, Missouri _____ (“Contractor”).

SECTION ONE. DESCRIPTION OF WORK.

SEE ATTACHED SPECIFICATIONS

SECTION TWO. CONTRACT SUM. Owner agrees to pay Contractor, for the work described, a total sum of \$_____. Payment of this contract sum is subject to additions or deductions in accordance with the provisions of this Contract.

SECTION THREE. PAYMENT

A. Owner shall make a single lump payment on the contract price to Contractor within 15 days of the satisfactory completion of the Project.

B. Payments may be withheld if:

1. Work is found defective and not remedied;
2. Contractor does not make prompt and proper payments to subcontractors;
3. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him; or
4. Lien waivers acceptable to the Owner are not filed with the payment request or any claims or liens are filed on the Project.
5. Contractor has filed with Owner an Affidavit of Compliance on prevailing wages, Department of Labor form PW-4.

C. Contractor, by accepting final payment, waives all claims except those that it has previously made in writing, and which remain unsettled at the time of acceptance.

D. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo, has occurred and that a penalty as described in Section 292.675 RSMo shall be assessed, the Owner shall withhold and retain all sums and amounts due and owing when making payments to contractor under this contract.

E. The Owner when making payments to the Contractor becoming due under the contract, shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340 RSMo.

SECTION FOUR. STARTING AND COMPLETION DATES.

The Date of Commencement of the Contractor's work shall be established by a Notice to Proceed issued by the Owner. The Contractor shall substantially complete the Project within ___ days from the Date of Commencement (the "Construction"), subject to adjustments of this Contract Time granted to Owner for reasonable delays caused by weather. It is anticipated that construction under this Contract shall begin on _____, 2022, and be completed by _____, 2022.

SECTION FIVE. CONTRACT DOCUMENTS

A. The Contract Documents on which this Contract is based, are defined as follows:

1. This Contract and any addendum attached to this Contract;
2. The plans and specifications issued before execution of this Contract and Request for Proposals;
3. Work change orders issued, or to be issued;
4. Affidavits for compliance with statutory requirements attached;
5. Prevailing Wage Determination attached; and
6. Payment and Performance Bonds.
7. Notice to Proceed.

B. The Contract Documents together form the contract for the Work described in this Contract. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work, and all terms and conditions of payment.

C. The Contract is to be separately executed in multiple originals by Owner and Contractor. Contractor, by executing the Contract, represents that it has inspected and is familiar with the work site and the local conditions under which the work is to be performed.

D. The Contract may only be changed by a written document signed by the Owner or Owner's representative, and the Contractor.

SECTION SIX. DESIGNATION OF OWNER'S REPRESENTATIVE; DUTIES AND AUTHORITY

A. The Owner's Representative for above-described project is Fire Chief Eric Reeter.

B. The duties and authority of the owner's representative are as follows:

1. Primary Function. The primary function of the owner's representative is to be the Representative of the Owner for the Contract.

2. Inspections, Opinions, and Progress Reports. The owner's representative shall keep familiar with the progress and quality of the work by making periodic visits to the work site. He will make general determinations as to whether the work is proceeding in accordance with the Contract. He will keep the Owner informed of such progress, and will use his best efforts to protect the Owner from defects and deficiencies in the work. He will not be responsible for the means of construction, or for the sequences, methods, and procedures used in such construction, or for Contractor's failure to perform the work in accordance with the contract documents.

3. Access to Work Site for Inspections. The owner's representative shall be given free access to the work at all times during its preparation and progress. However, he is not required to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress.

4. Rejection and Stoppage of Work. The owner's representative shall have authority to reject work that in his opinion does not conform to the contract documents, and in this connection to stop the work or a portion of such work, when necessary.

SECTION SEVEN. RIGHTS OF OWNER

A. Owner shall give all instructions to Contractor through the owner's representative.

B. If the Contractor fails to correct its work that is not in accordance with the requirements of the Contract Documents, or fails to carry out its work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop its work, or any portion thereof, until the cause for such order is eliminated, but this right shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of any person or entity.

C. If the Contractor fails to correct its work which is not in accordance with the requirements of the Contract Documents and fails within 10 days of a written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy, may correct the deficiencies and deduct the reasonable costs thereof from the payment thereafter due the Contractor.

SECTION EIGHT. RIGHTS OF CONTRACTOR

Contractor's duties and rights in connection with the Project are as follows:

A. Responsibility for and Supervision of Construction. Contractor shall be solely responsible for all construction under this contract using the Contractor's best skill and attention, including the techniques, sequences, procedures, and means, and for coordination of all work. Contractor shall supervise and direct the work to the best of its ability and give it all attention necessary for such proper supervision and direction. The execution of this agreement is a representation by the Contractor that it has visited the site, become familiar with the local conditions under which its work is to be done, and compared its observations with the Contract Documents.

B. Discipline and Employment. Contractor shall maintain at all times strict discipline among its employees, and Contractor agrees not to employ for work on the Project any person unfit or without sufficient skill to perform the job for which he or she was employed.

The Contractor recognizes that communication in English is essential for job safety, effective interaction with the employees of the Owner and other contractors on the project and receiving other communications in regard to the work. The Contractor shall designate to the Owner and the project manager in writing, the name of the Contractor's job superintendent. The job superintendent shall be cooperative, responsible and competent, fluent in English, and authorized to receive orders and to act for the Contractor (a "competent job superintendent"). The named competent job superintendent will be available at all times that the Contractor's employees are on the project site. In the event a competent job superintendent is not available, the owner's representative may without further liability to the Contractor, at his option, immediately terminate this Contract if the Contractor fails to make a competent job supervisor available within 24 hours or suspend the Contractor's work until one is available. The Contractor shall insure that all subcontractors comply with these requirements.

C. Furnishing of Labor, Materials, etc. Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the Project in accordance with the contract documents.

D. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with work on the project in accordance with this agreement and shall secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits. The Project is exempt from sales tax and the Owner will provide to the Contractor the necessary certifications.

E. Compliance with Construction Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the

performance of the work under and pursuant to this agreement. If any of the contract documents are at variance with any such laws, ordinances, rules, regulations, or orders, the Contractor shall notify the project manager promptly on discovery of such variance.

F. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on the Project, for those of its subcontractors and their employees, and for those of all other persons doing work under a contract with it.

G. Warranty of Fitness of Equipment and Materials and Work. Contractor represents and warrants to Owner that all equipment and materials used in the work, and made a part of the structures on such work, or placed permanently in connection with such work, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is agreed between the parties to this agreement that all equipment and materials not so in conformity will be considered defective. The Contractor further warrants that all of its work on the Project will conform to the requirements of the Contract Documents and will be free from defects.

H. Clean-up. Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by his work or that of his subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the project, together with all his tools, equipment, machinery, and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations. Any surplus materials, tools, equipment, and machinery left on site more than 30 days after the completion of the Project shall be deemed abandoned and the Owner may dispose of as it deems appropriate.

I. Indemnity and Hold Harmless Agreement. Contractor agrees to indemnify and hold harmless Owner and its agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work in this contract, or that is (a) for bodily injury, illness, or death, or for property damage, including loss of use, and (b) caused in whole or in part by contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

J. Payment of Royalties and License Fees; Hold Harmless Agreement. Contractor agrees to pay all royalties and license fees necessary for the work, and to defend any and all actions and settle all claims for infringement of copyright or patent rights, and to save Owner harmless in connection with any such actions and claims.

K. Safety Precautions and Programs. Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, contractor shall take reasonable precautions for the safety of all employees and other

persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent to the construction site, complying with all applicable laws, ordinances, rules, regulations, and orders.

L. Waste. If Contractor and any of its subcontractors on the Project that generate any sanitary or hazardous waste on the Project will provide a plan to dispose of such waste acceptable to the Mo. Department of Natural Resources.

M. Work Schedule, List of Subcontractors. Contractor will provide to the Owner the Contractor's schedule of the work and a list of all materialmen and subcontractors to be used by the Contractor. Contractor shall from time to time update these documents to reflect any changes.

O. Licenses. Contractor will obtain authority to do business and proper business licenses in the State of Missouri and the City of Chillicothe prior to commencement of any work.

P. Prevailing Wage. The Contractor shall pay not less than prevailing wages to all employees on the work and shall require any subcontractors to pay their employees not less than prevailing wages, as set out in the attached wage order. The prevailing wage rates are attached hereto and incorporated by reference. Contractor shall post a legible list of all prevailing wages at the worksite in a prominent and easily accessible place. Contractor and its subcontractors will make available to the Owner certified payroll records on Payroll Records Form LS-57 and will retain such records for 1 year following completion of the work.

The Contractor will forfeit a penalty to the Owner of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or any subcontractor.

Q. Authorized Employees

Contractor acknowledges that Section 295.530 RSMo 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 295.530 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.

R. Safety Training

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site 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 that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.

b. If any on-site employees had not previously completed a construction safety Program, contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date, work on the project commences.

c. Contractor acknowledges and agrees that any of contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675 RSMo.

e. Notice of Penalties for Failure to Provide Safety Training

Pursuant to Section 292.675 RSMo, contractor shall forfeit to city as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in this Section. The penalty described in this Section shall not begin to accrue until the time periods described in above have elapsed.

f. 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.

SECTION NINE. TIME OF ESSENCE; EXTENSION OF TIME

A. All times stated in this agreement are of the essence. The Owner will grant extensions of time for completion only by written change order based upon circumstances beyond the Contractor's control.

SECTION TEN. SUBCONTRACTORS

A. Contractor agrees to furnish Owner's representative with a list of names of subcontractors to whom he proposes to use on the work.

B. A subcontractor, for the purposes of this Agreement, shall be a person with whom contractor has a direct contract for work at the project site.

C. Contractor agrees not to employ a subcontractor to whose owner's representative or Owner reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment he or she reasonably objects.

D. All contracts between Contractor and subcontractors shall conform to the provisions of the contract documents and shall incorporate in them the relevant provisions of this agreement.

SECTION ELEVEN. INSURANCE; INDEMNITY

A. Contractor's Liability Insurance. Contractor agrees to keep in force at its own expense during the entire period of construction on the Project such liability insurance as will protect it from claims by the public, or under workers' compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this agreement, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. The minimum liability limits of such insurance shall not be less than the limits specified below or by law for that type of damage claim. Such insurance shall include contractual liability insurance applicable to Contractor's obligations under this agreement. Proof of such insurance shall be filed by Contractor with Owner within a reasonable time after execution of this agreement. The Owner will be named as an additional insured on the liability insurances and such insurance will be primary and non-contributory to any insurance of the Owner. But the insurance shall provide that it does not waive any defenses of sovereign or official immunity of the City or its employees or officers.

Contractor shall maintain the following insurance while any of its employees or subcontractors are working on the Project:

A.1 Workers Compensation Insurance - as required by Missouri law;

A.2 Public Liability Insurance - \$459,893.00 per person, \$3,065,952.00 for all claims per occurrence, with Owner named as an additional insured.

A.3 Automobile Liability Insurance - \$459,893.00 per person, \$3,065,952.00 for all claims per occurrence, with Owner named as an additional insured.

A.4 Builder's Risk Insurance – The Contractor shall secure All Risk Builder's Risk Insurance equal to anticipated cost of construction.

Contractor will provide a certificate of insurance to Owner before commencing any work at the jobsite. The insurance will provide that the insurance will not be cancelled without 30 days prior written notice to Owner.

B. Property Damage Insurance on Work Site. Unless the Owner and Contractor otherwise agree, the Owner agrees to maintain at its expense during construction of the project property damage

insurance on the work at the site to its full insurable value, including interests of Owner against fire, vandalism, and other perils ordinarily included in extended coverage. Losses under such insurance will be adjusted with and made payable to owner as trustee for the parties insured as their interests appear.

C. Waiver of Work Site Property Damage Claims to Extent of Insurance Coverage. Owner and Contractor waive all claims against each other for fire damage or damages from other perils covered by insurance provided in this section. Contractor agrees to obtain waivers of such claims by all subcontractors.

D. The Contractor shall indemnify and hold the Owner and the owner's representative, and their agents and employees from and against any claims, demands, losses, and expenses, including attorney fees, arising out of or resulting from the performance of the work by the Contractor or any of its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, to the extent caused by the negligent or intentional act of the Contractor or any of its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

E. Bond Required. If the price for the project exceeds \$50,000,00, then the Contractor then the Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$50,000.00 must be listed in United States Treasury Circular 570. A form of the Bonds is attached.

SECTION TWELVE. CORRECTING WORK; WARRANTY

When it appears to Contractor during the course of construction that any work does not conform to the provisions of the contract documents, Contractor shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials,

equipment, or quality of performance in work supervised by it or by a subcontractor, appearing within 10 days from the date of issuance of a certificate of substantial completion, or within such longer period as may be prescribed by law or as may be provided for by applicable special guaranties in the contract documents.

The Contractor guarantees that all its work shall be free from defective workmanship and will conform to the Plans for a period of 12 months after the date of substantial completion stated in the final pay request. During the guarantee period, defects in workmanship or items that do not conform to the Plans will be repaired or replaced by the Contractor at his own expense. Contractor will provide the Owner upon request any manufacturer's warranty on the materials, mechanical items, appliances, and the like used in the Project which are available to the Contractor.

SECTION THIRTEEN. WORK CHANGES

A. Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this agreement, and agrees to make corresponding adjustments in the contract price and time for completion.

B. All changes will be authorized by a written change order signed by Owner or Owner's agent. The change order will include conforming changes in the agreement contract and completion time.

C. Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order.

D. Any adjustment in the contract price resulting in a credit or a charge to Owner shall be determined by mutual agreement of the parties, or by arbitration, before starting the work involved in the change.

SECTION FOURTEEN. TERMINATION

A. Owner's Termination. Owner may, on 10 days notice to Contractor, terminate this agreement before the completion date specified in this agreement, and without prejudice to any other remedy it may have, when Contractor defaults in performance of any provision in this agreement, or fails to carry out the construction in accordance with the provisions of the contract documents. On such termination, Owner may take possession of the work site and all materials, equipment, tools and machinery on the work site, and finish the work in whatever way it deems expedient. If the unpaid balance on the contract price at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner.

B. On any such default by Contractor, Owner may elect not to terminate this agreement, and in such event it may make good the deficiency of which the default consists, and deduct the costs from the payment then or to become due to Contractor.

SECTION FIFTEEN. GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri.

SECTION SIXTEEN. ATTORNEYS' FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney' fees.

SECTION SEVENTEEN. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION EIGHTEEN. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION NINETEEN. NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TWENTY. NO ASSIGNMENT

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION TWENTY-ONE. OTHER AGREEMENTS.

A. general Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and

overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

B. Missouri Products and Missouri Firms. In accordance with Chapter 71.140, Missouri Revised Statutes, preference shall be given to Missouri products. Pursuant to Section 34.076, RSMo., a preference shall be given to those persons doing business in Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a nondomicilliary Missouri bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the nondomicilliary's state.

C. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Livingston County, Missouri.

Each party to this agreement has caused it to be executed on the date indicated below.

Dated: _____, 2022

CITY OF CHILLICOTHE, MISSOURI

By: _____
Theresa Kelly, Mayor

Attest:

, City Clerk

OWNER

Dated: _____, 2022

By: _____

CONTRACTOR

Contract Addendum

The following provisions are added to the Contract:

Affidavit of Compliance with Section 285.500, RSMo., et seq.

For All Agreements In Excess Of \$5,000.00.

Effective January 1, 2009

STATE OF MISSOURI)

) ss.

COUNTY OF)

Before me, the undersigned Notary Public, personally appeared _____, and is competent and authorized to make this affidavit for Contractor, and being duly sworn upon oath deposes and says as follows:

- (1) that said Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Print Name:

Subscribed and sworn to before me this ____ day of _____, 202____.

Notary Public

My commission expires: _____

Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.

STATE OF MISSOURI)

) ss.

COUNTY OF)

Before me, the undersigned Notary Public, personally appeared _____, on behalf of _____, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Print Name:

Subscribed and sworn to before me this ____ day of _____, 202____.

Notary Public

My commission expires: _____

APPLICANT AFFIDAVIT FOR PUBLIC BENEFIT UNDER SECTION 208.009

(a separate affidavit is required for each applicant)

STATE OF MISSOURI)

) ss

COUNTY OF _____)

On this day of , 202 , before me appeared the Affiant

, personally, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who being by me duly sworn by me, deposed as follows:

My name is , and I am of sound mind, capable of making this affidavit, and I personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America in order to receive a public benefit from City of _____, Missouri (the “public body”):

I am applying for a public contract administered or provided by the above public body in Missouri.

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.
- an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a

Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires the above public body to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to the above public body in writing.

I acknowledge that I am signing this affidavit under oath and as a free act and deed and not under duress.

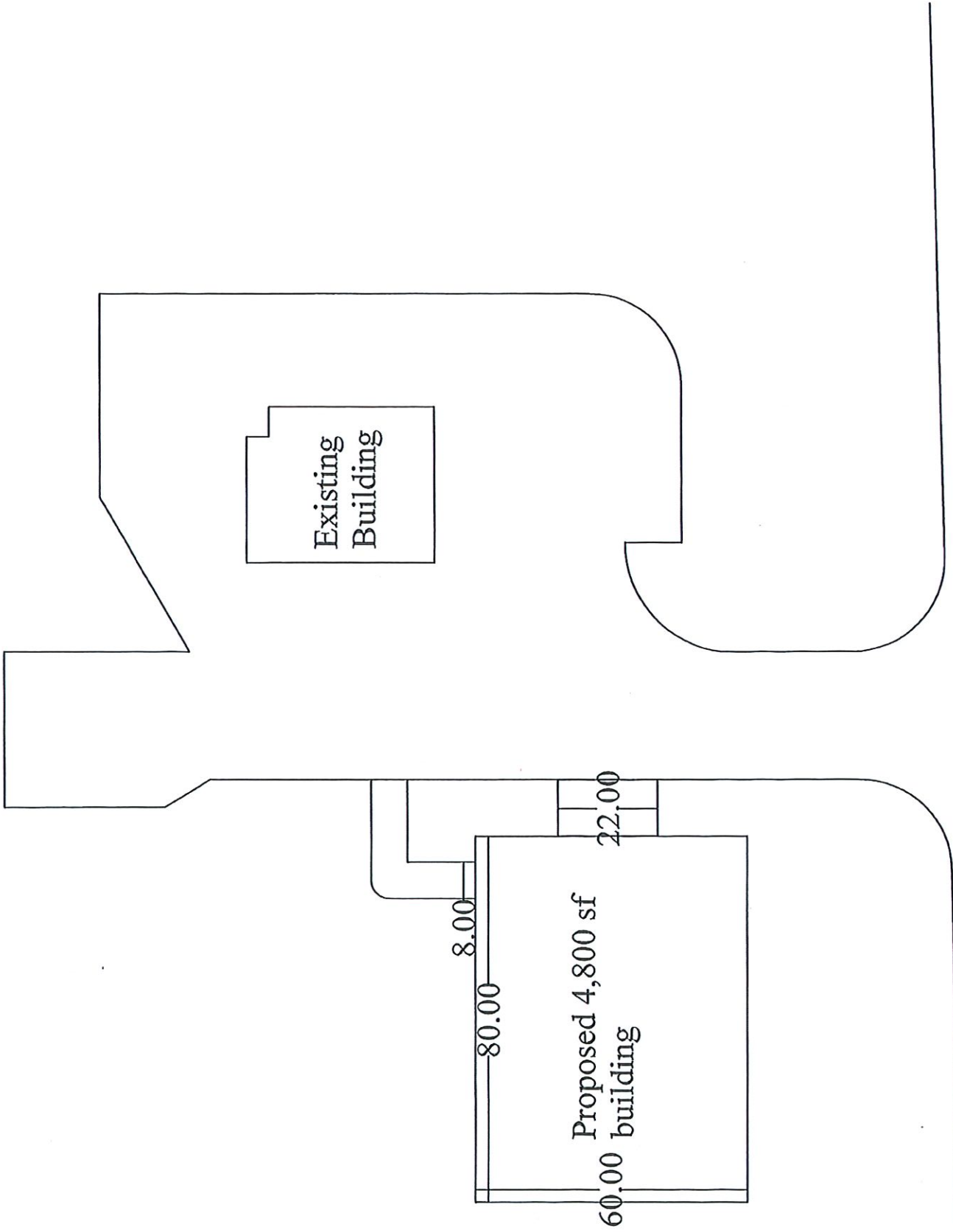
Affiant's Signature

Social Security No. or Tax Id. Number

Subscribed and sworn to before me this ____ day of _____, 202__.

Notary Public

Attachment 1 – Plans and Specifications



Green Street

Attachment 2 – Prevailing Wage Determination

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 059

LIVINGSTON 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**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$21.51
Boilermaker	*\$21.51
Bricklayer	*\$21.51
Carpenter	*\$21.51
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$21.51
Plasterer	
Communications Technician	*\$21.51
Electrician (Inside Wireman)	*\$21.51
Electrician Outside Lineman	*\$21.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$21.51
Glazier	*\$21.51
Ironworker	*\$21.51
Laborer	\$40.55
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$21.51
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$21.51
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$21.51
Plumber	\$67.58
Pipe Fitter	
Roofer	*\$21.51
Sheet Metal Worker	*\$21.51
Sprinkler Fitter	*\$21.51
Truck Driver	*\$21.51
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
LIVINGSTON County

Section 059

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$58.20
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$21.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.42
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.27
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$21.51
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.

Attachment 3 –Payment and Performance Bonds

PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT _____
as principal, and as Surety, are held and firmly bound unto the

CITY OF CHILLICOTHE, MISSOURI . in the sum of \$ _____
for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the ____ day of _____, 2022, enter into
a contract with the CITY OF CHIILLICOTHE, MISSOURI for
TRAINING CENTER STORAGE BUILDING

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms,
conditions and agreements of said contract during the original term of said contract and any extensions thereof that
may be granted by the City of Chillicothe, Missouri, with or without notice to the Surety and during the life of any
guaranty required under the contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms,
conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made
with or without notice to the Surety; and shall also promptly make payment for materials incorporated, consumed or
used in connection with the work set forth in the contract referred to above, and all insurance premiums, both
compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by
subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character
(exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing
hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which
the work is performed both as determined by the Department of Labor and Industrial Relations or determined by the
Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract
that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect,
but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and
efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions,
requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then
this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and
effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor,

individual, or otherwise to whom such payment is due, in the name of the City of Chillicothe, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this ____ day of _____, 2022.

AS APPLICABLE:

AN INDIVIDUAL

Name:

Signature: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney

Attachment 4 – Affidavits

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of \$5,000.00.
Effective January 1, 2009

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

Before me, the undersigned Notary Public, in and for the County of _____,
State of Missouri, personally appeared _____, and is competent
and authorized to make this affidavit for Contractor, and being duly sworn upon oath deposes
and says as follows:

- (1) that said Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name:

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My commission expires: _____

**Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
For Any Public Works Project Contract
Effective August 28, 2009**

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

Before me, the undersigned Notary Public, in and for the County of _____,
State of Missouri, personally appeared _____, a
_____, and is competent and authorized to make this affidavit, and
being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Signature

Name:

Subscribed and sworn to before me this ____ day of _____, 2022.

Notary Public

My commission expires: _____