



### ADDENDUM NO. 1

**DATE:** May 13, 2021

**OWNER:** City of Ozark  
205 N. 1<sup>st</sup> Street  
Ozark, MO 65721

**SUBJECT:** Addendum No. 1 – Downtown Street and Sidewalk Improvements  
Cochran Project No. SW20-285

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This Addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents.  
**FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM MAY SUBJECT BIDDER TO DISQUALIFICATION.**

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### ITEM:

#### GENERAL

1. The bid date for the project has been changed from Tuesday, May 18<sup>th</sup> at 2:30 pm to **Thursday, May 27<sup>th</sup> at 2:30 pm.** The bids will be publicly opened and read aloud at **2:30 pm CST, on Thursday, May 27, 2021** at Ozark City Hall, 205 N. 1<sup>st</sup> Street, Ozark, MO 65721. See attached Updated Invitation for Bids and revised Bid Form Proposal.
2. The last day questions will be received was changed from Friday, May 14<sup>th</sup> to Friday, May 21<sup>st</sup>. See attached Updated Invitation for Bids.
3. The Base Bid description was updated and includes Eastland Heights Street Improvements. See revised Bid Form Proposal.
4. Base Bid Item 5, Pavement Milling, quantity changed from 1,007 SY to 4,067 SY. If the existing pavement thickness is too thin to be milled for added Eastland Height Street Improvements, a leveling course (1" min to 3" max) will be constructed along with a 2-inch overlay. See revised Bid Form Proposal and Q-1.
5. Base Bid Item 10, Asphalt Pavement Overlay (BP-1) (Surface Course) (2") (Echelon Paving), quantity changed from 114 Tons to 2,200 Tons. This includes 2" asphalt overlay for the Eastland Heights additional work as identified on EX-1 – Eastland Heights 2021 Street Improvements. See revised Bid Form Proposal, Q-1 and EX-1.
6. Base Bid Item 34, Eastland Heights Concrete Curb and Gutter, was added. See revised Bid Form Proposal and Q-1. See EX-1 and EX-2 for location and details.
7. Base Bid Item 35, Eastland Heights Concrete Pin Curb, was added. See revised Bid Form Proposal and Q-1. See EX-1 and EX-2 for location and details.
8. Alternate Unit Pricing Bid Item 2, Leveling Course (1" Min to 3" Max), was added. See revised Bid Form Proposal and Revised Specification 4000 – Asphalt Pavement.
9. Contract Length changed from 210 days to 240 days. See revised Owner-Contractor Agreement.
10. Questions asked at the pre-bid meeting or following the pre-bid meeting are in the attached Pre-Bid Agenda/Meeting Minutes.

11. Contractor Question: If Bid Item #27 and Bid Item #28 could be substituted with Blue Preformed Thermoplastic instead of the specified Blue Epoxy.  
**Bid the job for the specified Blue Epoxy.**

**ATTACHMENTS**

Updated Invitation for Bids  
Revised Bid Form  
Revised Owner-Contractor Agreement  
Revised Specification 4000 – Asphalt Pavement  
Q-1 - Quantities  
EX-1 - Eastland Heights 2021 Street Improvements Exhibit  
EX-2 – Eastland Heights Details Exhibit  
Pre-Bid Agenda/Meeting Minutes  
Pre-Bid Meeting Sign-In Sheet  
Plan Holder's List

**END OF ADDENDUM NO. 1**

**UPDATED INVITATION FOR BIDS**

Sealed bids for the Downtown Street & Sidewalk Improvements (hereinafter "Project") will be received by the City of Ozark, 205 N. 1<sup>st</sup> Street, Ozark, MO 65721, until 2:30 pm CST, on Thursday, May 27, 2021. The bids will be publicly opened and read aloud at 2:30 pm CST, on Thursday, May 27, 2021 at Ozark City Hall, 205 N. 1<sup>st</sup> Street, Ozark, MO 65721.

The Scope of Work includes street and pedestrian improvements in the City of Ozark's Historic Downtown Area and portions of the Eastland Heights. The Downtown improvements will be to Elm Street, Church Street, Brick Street and Hall Street between 3<sup>rd</sup> Street and 4<sup>th</sup> Avenue and 2<sup>nd</sup> Street, 1<sup>st</sup> Street and 2<sup>nd</sup> Avenue between Elm Street and Hall Street. The improvements include asphalt overlay, full-depth asphalt pavement, concrete sidewalk, stamped concrete sidewalk, stamped concrete pavement, concrete approaches, concrete curb and gutter, concrete vertical curb, concrete curb ramps, detectable warning devices, concrete channels, storm sewer, segmental concrete retaining wall, traffic control and other incidental items and work described in the Project Manual, or reasonably inferable therefrom. The Eastland Heights improvements will be E. Church Street between 4<sup>th</sup> Avenue and 6<sup>th</sup> Avenue, E. Church Street between 8<sup>th</sup> Avenue and 9<sup>th</sup> Avenue, E. Elm Street between 4<sup>th</sup> Avenue and 9<sup>th</sup> Avenue, E. Walnut Street between 2<sup>nd</sup> Avenue and 9<sup>th</sup> Avenue, 2<sup>nd</sup> Avenue between E. Walnut Street and E. Robertson Street, 6<sup>th</sup> Avenue between E. Church Street and E. Oak Street and 8<sup>th</sup> Avenue between E. Church Street and E. Walnut Street. The improvements include asphalt overlay, concrete curb and gutter, pinned concrete curb, traffic control and other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

Bid packages will be distributed electronically via an ftp link at no cost to the bidder. Hard copies will not be available for purchase. Bidders may make printed copies of the bid documents (plans, project manual, and a bid packet) at their own expense. When requesting the ftp link, you will be required to provide your company name, a contact person and phone number, a complete company address and an e-mail address to be added to the Plan Holders List and for receiving official bidding communications and addenda. If you are not on the Plan Holders List, you will not receive any addenda issued. To request the electronic ftp link, email Mark Blair at [mblair@cochraneng.com](mailto:mblair@cochraneng.com). Project and bidding questions shall be conducted exclusively via e-mail. Any questions regarding this project must be submitted to: [mblair@cochraneng.com](mailto:mblair@cochraneng.com), by 4:00 pm local time on Friday, May 21, 2021. No written questions after this date or any verbal questions will be recognized.

A bid security in the amount of five percent (5%) of the bid amount must accompany each bid, in accordance with the Instructions to Bidders.

A pre-bid meeting will be held on Tuesday, May 11, 2021, at 2:00 pm at Ozark City Hall, 205 N. 1<sup>st</sup> Street, Ozark, MO 65721.

The City of Ozark anticipates issuing notice to proceed in July 2021.

The wage rates applicable to this project have been predetermined as required by law and are set forth in this specification. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962," (P.L. 87-581: 76 Stat. 357) and implementing regulations.

Effective January 1, 2009, and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The successful bidder must submit a sworn affidavit and documentation affirming the business entity's enrollment and participation in the federal work authorization program and that all of its employees working for the contracted services are not illegal immigrants.

Upon signing the contract, the successful contractor and any subcontractor performing the work shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees.

The City of Ozark hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**THE OWNER INTENDS TO AWARD THE CONTRACT TO THE MOST RESPONSIVE, RESPONSIBLE BIDDER SUBMITTING THE LOWEST BID. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

**ARTICLE 10****BID FORM PROPOSAL**PROJECT NAME Downtown Street & Sidewalk ImprovementsBID TIME 2:30 PMPROJECT LOCATION Historic DowntownBID DATE May 27, 2021

BIDDER NAME \_\_\_\_\_

TO: City of Ozark ("Owner")

In response to the Invitation for Bids for Project No. **SW20-285**, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

BASE BID: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Amount in Words)

ALTERNATE A BASE BID: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Amount in Words)

ALTERNATE B BASE BID: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Amount in Words)

The Base Bid includes all work between 3<sup>rd</sup> Street and 4<sup>th</sup> Avenue for Church Street and Elm Street and Sta. 0+00 to Sta. 3+72 for 2<sup>nd</sup> Street, Sta. 0+00 to Sta. 0+32 for 1<sup>st</sup> Street and Sta. 0+00 to Sta. 3+88 for 2<sup>nd</sup> Avenue along with the Eastland Heights Improvements on E. Church Street between 4<sup>th</sup> Avenue and 6<sup>th</sup> Avenue, E. Church Street between 8<sup>th</sup> Avenue and 9<sup>th</sup> Avenue, E. Elm Street between 4<sup>th</sup> Avenue and 9<sup>th</sup> Avenue, E. Walnut Street between 2<sup>nd</sup> Avenue and 9<sup>th</sup> Avenue, 2<sup>nd</sup> Avenue between E. Walnut Street and E. Robertson Street, 6<sup>th</sup> Avenue between E. Church Street and E. Oak Street and 8<sup>th</sup> Avenue between E. Church Street and E. Walnut Street.

The Base Bid amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1		
2	Traffic Control	LS	1		
3	Changeable Message Sign (Contractor Retained)	EA	2		
4	Removal of Improvements	LS	1		
5	Pavement Milling	SY	4,067		
6	Earthwork	STA	28.1		
7	Type 5 Aggregate for Road Base (4")	SY	12,194		
8	Subgrade Repair	CY	100		
9	Curb Inlet Protection	EA	1		
10	Asphalt Pavement Overlay (BP-1) (Surface Course) (2") (Echelon Paving)	TON	2,200		

11	Asphalt Pavement (BP-1) (Surface Course) (1-1/2") (Echelon Paving)	TON	1,100		
12	Asphalt Pavement (Bituminous Base) (Base Course) (3-1/2" Lifts)	TON	5,000		
13	Stamped Concrete Pavement, 7" (Red/Running Bond)	SF	542		
14	Concrete Approach, 6"	SF	2,218		
15	Concrete Vertical Curb	LF	75		
16	Concrete Curb and Gutter	LF	4,000		
17	Concrete Channel with New Lid	LF	160		
18	Concrete Channel with Relocated Lid	LF	90		
19	Concrete Sidewalk, 4"	SF	6,625		
20	Stamped Concrete Sidewalk, 4" (Red/ Running Bond)	SF	1,638		
21	Stamped Concrete Sidewalk, 4" (Driftwood/24" Old Granite Tile)	SF	5,189		
22	Detectable Warning Devices	SF	173		
23	Pavement Marking – Crosswalk Lines 2'x6' Stripe – White (Epoxy, No Grinding)	LF	372		
24	Pavement Marking – Stop Bar 24" – White (Epoxy, No Grinding)	LF	154		
25	Pavement Marking – Through Arrow 9'-6" – White (Epoxy, No Grinding)	EA	10		
26	Pavement Striping – Parking/No Parking 4" – White (Epoxy, No Grinding)	LF	3,865		
27	Pavement Striping – ADA Parking 4" – Blue (Epoxy, No Grinding)	LF	1,264		
28	Pavement Marking – Handicap Symbol 4" – Blue (Epoxy, No Grinding)	EA	20		
29	Pavement Marking –Crosswalk Stripe 12" – White (Epoxy, No Grinding)	LF	93		
30	Concrete Wheel Stop	EA	2		
31	Mailbox Relocation on New Post	EA	6		
32	Underground Grey Electrical Conduit, 2"	LF	866		
33	Restoration	LS	1		
34	Eastland Heights Concrete Curb and Gutter	LF	1,500		
35	Eastland Heights Concrete Pin Curb	LF	800		
<b>Total Base Bid</b>					

Alternate A includes all work from 3<sup>rd</sup> Street to 4<sup>th</sup> Avenue for Brick Street and Sta. 3+72 to Sta. 6+44 for 2<sup>nd</sup> Street, Sta. 0+32 to Sta. 2+98 for 1<sup>st</sup> Street and Sta. 3+88 to Sta. 6+58 for 2<sup>nd</sup> Avenue.

Alternate A Base Bid amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Traffic Control	LS	1		

2	Removal of Improvements	LS	1		
3	Earthwork	STA	17.7		
4	Type 5 Aggregate for Road Base (4")	SY	7,000		
5	Subgrade Repair	CY	100		
6	Curb Inlet Protection	EA	1		
7	Asphalt Pavement (BP-1) (Surface Course) (1-1/2") (Echelon Paving)	TON	650		
8	Asphalt Pavement (Bituminous Base) (Base Course) (3-1/2" Lifts)	TON	2,850		
9	Asphalt Driveway, 5" (BP-2) (2 Lifts)	SF	394		
10	Concrete Approach, 6"	SF	3,373		
11	Aggregate Driveway, 5"	SF	185		
12	Concrete Vertical Curb	LF	115		
13	Concrete Curb and Gutter	LF	2,650		
14	Concrete Gutter	LF	122		
15	Concrete Sidewalk, 4"	SF	10,450		
16	Stamped Concrete Sidewalk, 4" (Red/Running Bond)	SF	2,771		
17	Detectable Warning Devices	SF	188		
18	Concrete Stairs with Handrails	STEP	9		
19	Segmental Concrete Retaining Wall	SF	373		
20	Pavement Marking – Crosswalk Lines 2'x6' Stripe – White (Epoxy, No Grinding)	LF	636		
21	Pavement Marking – Stop Bar 24" – White (Epoxy, No Grinding)	LF	153		
22	Pavement Striping – Parking/No Parking (4" – White (Epoxy, No Grinding)	LF	1,193		
23	Mailbox Relocation on New Post	EA	4		
24	Restoration	LS	1		
<b>Total Alternate A Base Bid</b>					

**Alternate B includes all work from 3<sup>rd</sup> Street to 4<sup>th</sup> Avenue for Hall Street and Sta. 6+44 to Sta. 8+61 for 2<sup>nd</sup> Street, Sta. 2+98 to Sta. 5+18 for 1<sup>st</sup> Street and Sta. 6+58 to Sta. 9+27 for 2<sup>nd</sup> Avenue.**

**Alternate B Base Bid amount is more fully itemized as follows:**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Traffic Control	LS	1		
2	Removal of Improvements	LS	1		
3	Earthwork	STA	16.9		
4	Type 5 Aggregate for Road Base (4")	SY	5,849		
5	Subgrade Repair	CY	100		
6	Curb Inlet Protection	EA	2		
7	Area Inlet Protection	EA	1		

8	Storm Sewer (24" HDPE)	LF	260		
9	Storm Sewer Structure (Curb Inlet)	EA	2		
10	Storm Sewer Area Inlet Top	EA	1		
11	Asphalt Pavement (BP-1) (Surface Course) (1-1/2") (Echelon Paving)	TON	525		
12	Asphalt Pavement (Bituminous Base) (Base Course) (3-1/2" Lifts)	TON	2,500		
13	Asphalt Driveway, 5" (BP-2) (2 Lifts)	SF	32		
14	Concrete Approach, 6"	SF	5,049		
15	Aggregate Driveway, 5"	SF	97		
16	Concrete Curb and Gutter	LF	2,375		
17	Concrete Sidewalk, 4"	SF	9,450		
18	Detectable Warning Devices	SF	193		
19	Concrete Stairs with Handrails	STEP	10		
20	Segmental Concrete Retaining Wall	SF	482		
21	Pavement Marking – Crosswalk Lines 2'x6' Stripe – White (Epoxy, No Grinding)	LF	342		
22	Pavement Marking – Stop Bar 24" – White (Epoxy, No Grinding)	LF	76		
23	Pavement Striping – Parking/No Parking (4" – White (Epoxy, No Grinding)	LF	513		
24	Mailbox Relocation on New Post	EA	11		
25	Restoration	LS	1		
<b>Total Alternate B Base Bid</b>					

**Alternate Unit Pricing amount is more fully itemized as follows:**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Stamped Concrete Sidewalk, 4" (Driftwood/24" Old Granite Tile) Test Section	LS	1		
2	Leveling Course (1" Min to 3" Max)	TON	350		

**Solid Rock Excavation**

- Class "B" excavation not exceeding 30 cu. yd. for any and all construction items. \$ \_\_\_\_\_/Yd<sup>3</sup>
- Class "B" excavation ranging from 30 cu. yd. to 75 cu. yd. for any and all construction items. \$ \_\_\_\_\_/Yd<sup>3</sup>
- Class "B" excavation exceeding 75 cu. yd. for any and all construction items. \$ \_\_\_\_\_/Yd<sup>3</sup>

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s).

**Addenda**

The undersigned Bidder acknowledges the following Addenda, if any:

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

**Acknowledgements**

Bidder understands that Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

Within ten (10) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the Owner the formal Owner-Contractor Agreement included in the Bid Package, and deliver to the Owner the surety bond or bonds as required by the Contract Documents.

The Bid Security attached hereto, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

(Seal - If bid by Corporation)



**OWNER-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Ozark (hereinafter called the "Owner") and \_\_\_\_\_, a \_\_\_\_\_ with offices located at \_\_\_\_\_, (hereinafter called the "Contractor").

The project is identified as **Downtown Street & Sidewalk Improvements**, located between E Hall Street and E Elm Street and between 3<sup>rd</sup> Street and 4<sup>th</sup> Avenue, Project No. SW20-285, (hereinafter called "Project")

The Engineer is Cochran, located at 2804 N. Biagio Street, Ozark, Missouri 65721 (hereinafter called the "Engineer").

**WITNESSETH:**

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

**ARTICLE I****The Contract Documents**

The Contract Documents include this Owner-Contractor Agreement, the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), Specifications, Drawings, Performance and Payment Bond, the Construction Schedule, State Wage Determination, Non-Collusion Affidavit, Subcontractor Approval Form, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

**ARTICLE II****Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

**ARTICLE III****Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within **240** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$1,000.00** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

#### **ARTICLE IV**

##### **The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

#### **ARTICLE V**

##### **Performance of the Work**

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to

reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

## **ARTICLE VI**

### **Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII**

### **Changes in the Work**

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

## **ARTICLE VIII**

### **Termination by Owner**

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon 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 Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

## **ARTICLE IX**

### **Contractor's Liability Insurance**

1. **Insurance Requirements.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the Owner, insurance of such types and in such amounts as may be necessary to protect it and the interests of the Owner against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together

with the underwriter thereof in each case, are subject to approval by the Owner. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the Owner within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the Owner which is: 205 N 1st Street, P.O. Box 295 Ozark, Missouri 65721.

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. Workers' Compensation....** Statutory coverage per RSMo 287.010 et seq  
**Employer's Liability.....** \$1,000,000.00

**b. Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against Owner, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name Owner as an additional insured on such insurance policy, including the Owner as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d. Owners and Contractor's Protective Liability Insurance.** To protect the Owner, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The

Owner's and Contractor's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Ozark, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

**e. Subcontracts.** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and 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.

**f. Notice.** The Contractor and/or subcontractor shall furnish the Owner prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the Owner.

**g. Legislative or Judicial Changes.** In the event the scope or extent of the Owner's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the Owner may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the Owner may require to protect the Owner from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

## **ARTICLE X**

### **Enumeration of The Contract Documents**

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Supplementary or other Conditions of the Contract as follows:  
Job Special Provisions
- (d) The Specifications dated: April 20, 2021
- (e) The Drawings identified as follows:  
**Downtown Street & Sidewalk Improvements**
- (f) Performance and Payment Bond

- (g) Construction Schedule
- (h) State Wage Determination
- (i) Non-Collusion Affidavit
- (j) Subcontractor Approval Form
- (k) The Addenda, if any, are as follows:  
Addendum No. 1
- (l) Other documents, if any, forming part of the Contract Documents are as follows:  
Bid Form Proposal  
Project Manual

\* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "sole owner, a partner, secretary, etc." should be struck out.

#### **ARTICLE XI**

##### **Anti-Discrimination Against Israel Act**

In accordance with the provisions of Section 34.600 RSMo., the Contractor shall, upon execution of the Agreement, execute and deliver to the District an affidavit in the form titled Affidavit of Compliance Anti-Discrimination Against Israel Act attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Agreement void.

#### **ARTICLE XII**

##### **Miscellaneous Terms and Conditions**

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

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

2. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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



alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

**(c) Occupational License or Business Registration.** The Contractor shall obtain and maintain an occupational license/business registration with the City of Ozark, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license/business registration shall be borne by the Contractor. No contract will be executed by the Owner until this occupational license/business registration has been obtained and that the Contractor is current on all City taxes is verified.

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

**(e) Liability and Indemnity.** The parties mutually agree to the following:

1. In no event shall the Owner be liable to the Contractor for special, indirect, or consequential damages, except those caused by the Owner's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the Owner shall be limited to the amount of money to be paid or received by the Owner under this contract.
2. The Contractor shall defend, indemnify, and hold the Owner harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Contractor arising out of or in any way connected with this contract.
3. The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

**(f) 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 Owner'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 public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the Owner, and the Owner will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

**(h) Conflict of Interest.** In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Ozark, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Chapter 105 of Missouri Revised Statutes shall not be violated.

**(i) 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 Christian County, Missouri.

**(j) Prevailing Wage.** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit has a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such work is paid less than the said stipulated rates for any work done under this contract.

THE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

\_\_\_\_\_  
Owner

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

(SEAL)

Attest: \_\_\_\_\_

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Contractor

(SEAL)

Attest: \_\_\_\_\_

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

Approved as to Form: \_\_\_\_\_  
City Attorney

**SECTION 4000 – ASPHALT PAVEMENT****1. GENERAL**

- A. This Section includes: Construction of an asphaltic concrete pavement and surface overlay. The leveling and surface course shall be asphaltic concrete as specified in the current edition of the "Missouri Standard Specifications for Highway Construction."

**2. DESCRIPTION OF WORK**

- A. Extent of asphalt paving work is shown on drawings.

**3. SUBMITTALS**

- A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor certifying that each material item complies with, or exceeds, specified requirements.

**4. SITE CONDITIONS**

- A. Weather Limitations: Apply tack coat when pavement and ambient temperature is above 45°F (7°C), and when temperature has not been below 35°F (1 C) for 12 hours immediately prior to application. Do not apply when pavement surface is wet or contains an excess of moisture.
- B. Construct asphalt pavement when atmospheric temperature is above 45°F (7°C), and when base is dry.
- C. Grade Control: Establish and maintain required lines and elevations.

**5. MATERIALS**

- A. General: Use materials as specified in the Plans.
- B. Coarse Aggregate: Sound, durable rock meeting the requirements of the Missouri Standard Specifications for Highway Construction.
- C. Fine Aggregate: Fine, granular material meeting the requirements of the Missouri Standard Specifications for Highway Construction.
- D. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with the requirements of the Missouri Standard Specifications for Highway Construction.
- E. Asphalt Binder shall be homogenous and free from water, and shall not, on heating, foam below the specified minimum flash point. It shall be prepared by refining crude petroleum by suitable methods. It shall conform to the requirements of the Missouri Standard Specifications for Highway Construction.
- F. Tack Coat: Emulsified asphalt, AASHTO M 140 (ASTM D 997) or M 208 (D 2397); SS-1, SS-1H, CSS-1 or CSS-1H, diluted with one part water to one part emulsified asphalt.
- G. Blotter Aggregate: Washed concrete sand.

**6. ASPHALT AGGREGATE MIXTURE**

- A. Provide plant-mixed, hot-laid asphalt aggregate mixture complying with the Missouri Standard Specifications for Highway Construction.

**7. SURFACE PREPARATION**

- A. Tack Coat: Apply to contact surfaces of previously constructed or prepared asphalt surfaces abutting or projecting into asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
  - 1. Allow to dry until at proper condition to receive asphalt pavement.
  - 2. Exercise care in applying asphalt materials to avoid smearing of adjoining concrete surfaces. Remove

and clean damaged surfaces.

- B. Spalled concrete surfaces shall be patched and compacted with asphalt pavement (Type BP-1) prior to applying tack coat.

#### 8. PLACING MIX

- A. Pavers. Bituminous pavers shall be self-contained units, provided with an adjustable activated screed or strike-off assembly, heated if necessary and capable of spreading and finishing asphaltic pavement in lane widths and cross slopes applicable to the specified typical sections and thicknesses shown on the plans.
- B. General: Place asphalt pavement mixture on dry, prepared surface, spread and strike-off. Spread mixture at minimum temperature of 225°F (107°C). Place only when both air temperature and surface temperature are above 45°F. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- C. The mixture shall be spread only upon a clean and dry surface, and only when weather conditions are suitable.
- D. Paver Placing: Place in strips not less than 9' wide, unless otherwise acceptable to Resident Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. This procedure shall be followed until the full width of the street is complete. The Contractor will not be allowed to place asphalt on other streets until an entire street is complete. The intent is to avoid cold longitudinal joints on the surface course. If Contractor does not pave adjacent to the previous strip, the Contractor will be required to saw cut the longitudinal joint to create a vertical edge. Prior to the adjacent asphalt mat the Contractor shall clean the vertical edge and apply tack coat. This work shall be considered incidental to the contract.
- E. Hot Joints: prior to the first pavement strip's temperature dropping below 200 degrees Fahrenheit, the second strip will be required to be laid alongside the first pavement strip. This will create a hot joint, the density on both sides of the joint will be compacted together to form a solid bond. The intent is to avoid cold longitudinal joints; this includes longitudinal and transverse butt joints.
- F. Butt Joints: Saw cutting cold transverse butt joints will be required. All saw cuts will be incidental to the contract.

#### 9. ROLLING

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors approved by the Engineer in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling using an eight ton to twelve ton three wheel roller or two wheel tandem roller or self-propelled pneumatic roller immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot with a pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure for all wheels. Continue second rolling until mixture has been thoroughly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks with not less than a ten ton, two or three wheel tandem-type roller. Continue rolling until roller marks are eliminated and pavement has attained maximum density.
- F. The Contractor shall complete all Rolling activities prior to the asphalt mixture cooling below 185 degrees Fahrenheit.
- G. Patching: Remove and replace pavement areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt pavement mixture. Compact by rolling to maximum surface density and smoothness.

- H. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- I. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

#### 10. FIELD QUALITY CONTROL

- A. General: Test in-place asphalt pavement courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable pavement as directed by Engineer.

#### 11. THICKNESS

- A. In-place compacted thickness will not be acceptable if exceeding the following allowable variation from required thickness for full depth asphalt pavement:
  - 1. Surface Course: 1-1/2" nominal thickness, or as otherwise indicated on the plans, with a variance of no more than 1/4", plus or minus, 1-1/4" to 2-0".
  - 2. Base Course: 3-1/2" nominal thickness per pass, or as otherwise indicated on the plans.
- B. In-place compacted thickness will not be acceptable if exceeding the following allowable variation from required thickness for asphalt overlay:
  - 1. Surface Course: 2-0" nominal thickness, or as otherwise indicated on the plans, with a variance of no more than 1/4", plus or minus, 1-3/4" to 2-1/4".

#### 12. SURFACE SMOOTHNESS

- A. The surface of each layer shall be substantially free from waves or irregularities. The final surface shall not vary from a 10-foot straightedge, applied parallel to the centerline, by more than 1/8 inch. At transverse construction joints, the surface shall not vary from the 10-foot straightedge by more than 1/8 inch. The Profile Index (PRI) shall be no greater than 15 inches per mile, in accordance with the Missouri Standard Specifications for Highway Construction.
- B. Check surface areas at intervals as directed by Engineer.

#### 13. ASPHALT DRIVEWAYS

**All specifications for the construction of asphalt driveways shall be the same as previously specified in this section with the following exceptions:**

##### A. THICKNESS

- 1. In-place compacted thickness will not be acceptable if exceeding the following allowable variation from required thickness:
  - a) Final thickness: 5" nominal thickness in 2 lifts, or as otherwise indicated on the plans, with a variance of no more than 1/4", plus or minus, 4-3/4" to 5-1/4".

#### 14. MEASUREMENT

- A. Tack Coat. No direct measurement of the tack coat will be performed.
- B. Asphalt Pavement. The quantity measured shall be the number of tons of asphalt in place, compacted and approved by the Engineer.
- C. Asphalt Driveway, (5"). The quantity measured shall be the number of square feet of asphalt in place, compacted and approved by the Engineer.

#### 15. PAYMENT

- A. Payment shall be at the unit prices as herein indicated. These prices shall be full compensation for the execution of pay items indicated including all material, furnishing equipment, labor, tools and incidentals necessary to complete these items.
- B. If there is no quantity shown in the bidding schedule, the work covered by this section shall be considered as a subsidiary obligation of the Contractor covered under the other contract items. Only accepted work will be measured.
- C. Tack Coat. No direct payment for these items will be made and will be considered incidental and a subsidiary obligation of the Contractor covered under asphalt Pavement Mixture.
- D. Asphalt Pavement (BP-1) (Echelon Paving) – Full Depth Asphalt Pavement (Surface Course) (1-1/2"). Payment shall be at the unit price per ton of asphalt placed which shall be full compensation for furnishing and placing all materials.
- E. Asphalt Pavement (Bituminous Base) – Full Depth Asphalt Pavement (Base Course) (2, 3-1/2" Lifts). Payment shall be at the unit price per ton of asphalt placed which shall be full compensation for furnishing and placing all materials.
- F. Asphalt Pavement (BP-1) (Echelon Paving) – Asphalt Overlay (Surface Course) (2"). Payment shall be at the unit price per ton of asphalt placed which shall be full compensation for furnishing and placing all materials.
- G. Asphalt Driveway, (BP-2) (5" total in 2 lifts). Payment shall be at the unit price per square foot of asphalt placed which shall be full compensation for excavating, furnishing and placing all materials, including any saw cutting, removal of existing driveway as necessary and compacted base rock.
- H. Asphalt Pavement (BP-1) (Echelon Paving) – Leveling Course (Surface Course) (1" min and 3" max.). Payment shall be at the unit price per ton of asphalt placed which shall be full compensation for furnishing and placing all materials.

**END SECTION 4000**



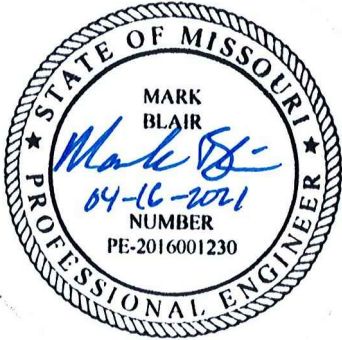
DWG NAME: W:\SW-Projects\SW20-285 - Downtown Sidewalk and Street Improvements - City of Ozark\AutoCad Drawings\SW20-285 - Plan Sheets\Q-1 - QUANTITIES.dwg LAYOUT TAB: LG-1 PLOTTED ON: May 13, 2021 - 3:12pm PLOTTED BY: mbrland

QUANTITIES

BASE BID			
Bid No.	Description	Unit	Quantity
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1
2	Traffic Control	LS	1
3	Changeable Message Sign (Contractor Retained)	EA	2
4	Removal of Improvements	LS	1
5	Pavement Milling	SY	4,067
6	Earthwork	STA	28.1
7	Type 5 Aggregate for Road Base (4")	SY	12,194
8	Subgrade Repair	CY	100
9	Curb Inlet Protection	EA	1
10	Asphalt Pavement Overlay (BP-1) (Surface Course) (2") (Echelon Paving)	TON	2,200
11	Asphalt Pavement (BP-1) (Surface Course) (1-1/2") (Echelon Paving)	TON	1,100
12	Asphalt Pavement (Bituminous Base) (Base Course) (3-1/2" Lifts)	TON	5,000
13	Stamped Concrete Pavement, 7" (Red/Running Bond)	SF	542
14	Concrete Approach, 6"	SF	2,218
15	Concrete Vertical Curb	LF	75
16	Concrete Curb and Gutter	LF	4,000
17	Concrete Channel with New Lid	LF	160
18	Concrete Channel with Relocated Lid	LF	90
19	Concrete Sidewalk, 4"	SF	6,625
20	Stamped Concrete Sidewalk, 4" (Red/Running Bond)	SF	1,638
21	Stamped Concrete Sidewalk, 4" (Driftwood/24" Old Granite Tile)	SF	5,189
22	Detectable Warning Device	SF	173
23	Pavement Markings - Crosswalk Lines 2'x6' Stripe -White (Epoxy, No Grinding)	LF	372
24	Pavement Markings - Stop Bar 24" - White (Epoxy, No Grinding)	LF	154
25	Pavement Markings - Through Arrow 9'-6" - White (Epoxy, No Grinding)	EA	10
26	Pavement Striping - Parking/No Parking, 4" - White (Epoxy, No Grinding)	LF	3,865
27	Pavement Striping - ADA Parking, 4" - Blue (Epoxy, No Grinding)	LF	1,264
28	Pavement Marking - Handicap Symbol, 4" - Blue (Epoxy, No Grinding)	EA	20
29	Pavement Marking - Crosswalk Stripe, 12" - White (Epoxy, No Grinding)	LF	93
30	Concrete Wheel Stop	EA	2
31	Mailbox Relocation on New Post	EA	6
32	Underground Electrical Conduit, 2"	LF	866
33	Restoration	LS	1
34	Eastland Heights Concrete Curb and Gutter	LF	1,500
35	Eastland Heights Concrete Pin Curb	LF	800

ALTERNATE A BASE BID			
Bid No.	Description	Unit	Quantity
1	Traffic Control	LS	1
2	Removal of Improvements	LS	1
3	Earthwork	STA	17.7
4	Type 5 Aggregate for Road Base (4")	SY	7,000
5	Subgrade Repair	CY	100
6	Curb Inlet Protection	EA	1
7	Asphalt Pavement (BP-1) (Surface Course) (1-1/2") (Echelon Paving)	TON	650
8	Asphalt Pavement (Bituminous Base) (Base Course) (3-1/2" Lifts)	TON	2,850
9	Asphalt Driveway, 5" (BP-2) (2 Lifts)	SF	394
10	Concrete Approach, 6"	SF	3,373
11	Aggregate Driveway, 5"	SF	185
12	Concrete Vertical Curb	LF	115
13	Concrete Curb and Gutter	LF	2,650
14	Concrete Gutter	LF	122
15	Concrete Sidewalk, 4"	SF	10,450
16	Stamped Concrete Sidewalk, 4" (Red/Running Bond)	SF	2,771
17	Detectable Warning Device	SF	188
18	Concrete Stairs with Handrails	STEP	9
19	Segmental Concrete Retaining Wall	SF	373
20	Pavement Markings - Crosswalk Lines 2'x6' Stripe -White (Epoxy, No Grinding)	LF	636
21	Pavement Markings - Stop Bar 24" - White (Epoxy, No Grinding)	LF	153
22	Pavement Striping - Parking/No Parking, 4" - White (Epoxy, No Grinding)	LF	1,193
23	Mailbox Relocation on New Post	EA	4
24	Restoration	LS	1

ALTERNATE B BASE BID			
Bid No.	Description	Unit	Quantity
1	Traffic Control	LS	1
2	Removal of Improvements	LS	1
3	Earthwork	STA	16.9
4	Type 5 Aggregate for Road Base (4")	SY	5,849
5	Subgrade Repair	CY	100
6	Curb Inlet Protection	EA	2
7	Area Inlet Protection	EA	1
8	Storm Sewer (24" HDPE)	LF	260
9	Storm Sewer Structure (Curb Inlet)	EA	2
10	Storm Sewer Area Inlet Top	EA	1
11	Asphalt Pavement (BP-1) (Surface Course) (1-1/2") (Echelon Paving)	TON	525
12	Asphalt Pavement (Bituminous Base) (Base Course) (3-1/2" Lifts)	TON	2,500
13	Asphalt Driveway, 5" (BP-2) (2 Lifts)	SF	32
14	Concrete Approach, 6"	SF	5,049
15	Aggregate Driveway, 5"	SF	97
16	Concrete Curb and Gutter	LF	2,375
17	Concrete Sidewalk, 4"	SF	9,450
18	Detectable Warning Device	SF	193
19	Concrete Stairs with Handrails	STEP	10
20	Segmental Concrete Retaining Wall	SF	482
21	Pavement Markings - Crosswalk Lines 2'x6' Stripe - White (Epoxy, No Grinding)	LF	342
22	Pavement Markings - Stop Bar 24" - White (Epoxy, No Grinding)	LF	70
23	Pavement Striping - Parking/No Parking, 4" - White (Epoxy, No Grinding)	LF	513
24	Mailbox Relocation on New Post	EA	11
25	Restoration	LS	1



417-595-4108 (tel.)  
417-595-4109 (fax)  
malleochronen.com

**COCHRAN**

2804 N. Biagio Street  
Ozark, Missouri 65721

Missouri State Certificate  
of Authority Numbers:  
Engineering : 2017032025

Three working days prior to  
the start of any recording  
or to the start of any  
call 1-800-DIG-RITE for utility  
location information.

All OSHA rules & regulations  
established for the type of  
construction required by these  
plans shall be strictly followed  
(i.e. trenching, blasting, etc.)

**QUANTITIES**

DOWN TOWN STREET &  
SIDEWALK IMPROVEMENTS  
CITY OF OZARK

DATE:	05-13-21	REVISION:		DRAWN BY:	MJB	APPROVED BY:	MHB
DATE:	APRIL 22, 2021	ADDENDUM NO.:	1	DRAWN BY:	KCB	APPROVED BY:	MHB
SCALE:	NO SCALE	PROJ. NO.:	SW20-285	DWG. NO.:			

**Q-1**







DWG NAME: W:\SW-Projects\SW20-285 - Downtown Sidewalk and Street Improvements - City of Ozark\AutoCad Drawings\SW20-285 - Exhibits\EASTLAND HEIGHTS STREET PROJECT EXHIBIT.dwg LAYOUT TAB: 11X17\_EWG PLOTTED ON: May 13, 2021 - 4:03pm PLOTTED BY: mblair

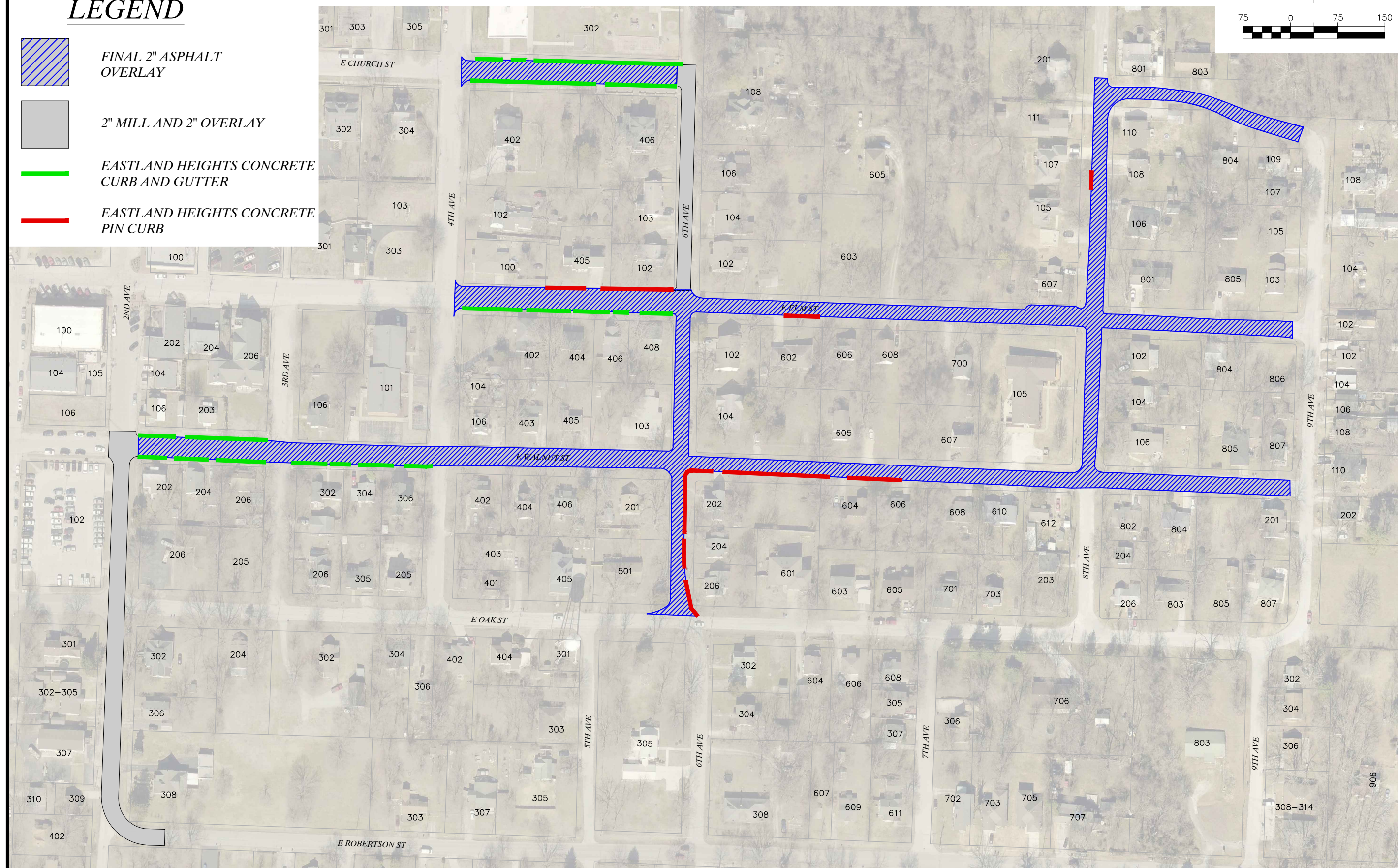
# EASTLAND HEIGHTS 2021 STREET IMPROVEMENTS

ADDENDUM NO. 1'S BASE BID FORM  
CONTAINS QUANTITIES FOR EASTLAND  
HEIGHTS STREET IMPROVEMENTS



## LEGEND

-  FINAL 2" ASPHALT OVERLAY
-  2" MILL AND 2" OVERLAY
-  EASTLAND HEIGHTS CONCRETE CURB AND GUTTER
-  EASTLAND HEIGHTS CONCRETE PIN CURB



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mblair@ochran.com  
2804 North Biagio Street  
Ozark, Missouri 65721

**COCHRAN**

Missouri State Certificate  
of Authority Numbers:  
Engineering : 2017032025

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

Three working days prior to the start of construction on this site, the contractor shall call 1-800-DIG-RIPE for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. trenching, blasting, etc.).

## DOWNTOWN STREET & SIDEWALK IMPROVEMENTS CITY OF OZARK

EASTLAND HEIGHTS 2021 STREET IMPROVEMENTS		DATE:	DATE:	DATE:	DATE:
DWN. BY:		DATE:	DATE:	DATE:	DATE:
KCB		DATE:	DATE:	DATE:	DATE:
MHB		DATE:	DATE:	DATE:	DATE:
MAY 12, 2021		DATE:	DATE:	DATE:	DATE:
SCALE:		DATE:	DATE:	DATE:	DATE:
1:150		DATE:	DATE:	DATE:	DATE:
PROJ. NO:		DATE:	DATE:	DATE:	DATE:
SW20-285		DATE:	DATE:	DATE:	DATE:
DWG. NO:		DATE:	DATE:	DATE:	DATE:
EX-1		DATE:	DATE:	DATE:	DATE:







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**DOWNTOWN STREET AND SIDEWALK IMPROVEMENTS  
CITY OF OZARK  
COCHRAN PROJECT NO. SW20-285**

**PRE-BID MEETING AGENDA  
(Meeting Minutes)**

Date: May 11, 2021  
Time: 2:00 PM  
Location: Ozark City Hall  
205 N. 1<sup>st</sup> Street  
Ozark, MO 65721

**PROJECT DESCRIPTION**

The Scope of Work includes street and pedestrian improvements in the City of Ozark's Historic Downtown Area. The improvements will be to Elm Street, Church Street, Brick Street, and Hall Street between 3<sup>rd</sup> Street and 4<sup>th</sup> Avenue and 2<sup>nd</sup> Street, 1<sup>st</sup> Street and 2<sup>nd</sup> Avenue between Elm Street and Hall Street. The improvements include asphalt overlay, full-depth asphalt pavement, concrete sidewalk, stamped concrete sidewalk, stamped concrete pavement, concrete approaches, concrete curb and gutter, concrete vertical curb, concrete curb ramps, detectable warning devices, concrete channels, storm sewer, segmental concrete retaining wall, traffic control and other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

**BIDDING/CONTRACT REQUIREMENTS**

The Contractors will seal their bid in an envelope and clearly mark the outside with the name of the project, and company name/letterhead.

Sealed bids for the Downtown Street and Sidewalk Improvements (hereinafter "Project") will be received by The City of Ozark (hereinafter "the City"), 205 N. 1<sup>st</sup> Street, Ozark, MO 65721, until 2:30 pm CST, on ~~Tuesday, May 18, 2021~~ **Thursday, May 27, 2021**. The bids will be publicly opened and read aloud at 2:30 pm CST, on ~~Tuesday, May 18, 2021~~ **Thursday, May 27, 2021** at Ozark City Hall, 205 N. 1<sup>st</sup> Street, Ozark, MO 65721. **Addendum No. 1 will be issued with the new bid date.**

The following items are required with each bid:

- Signed Bid for Unit Based Contract. Bids must be submitted on form provided
- Acknowledge Addenda
- 5% Bid Bond
- Subcontractor Approval Form
- Non-Collusion Affidavit
- Subcontractor Certification Regarding Affirmative Action
- Affidavit of Compliance with Anti-Discrimination Against Israel Act
- State Immigration Law Forms

All bids shall be valid and may not be withdrawn for a period of sixty (60) days after bid opening.

**INSTRUCTIONS TO BIDDERS**

- Project Substantial Completion
  - 210 Consecutive Calendar Days from and including the date of the Notice to Proceed
  - Liquidated Damages shall be \$1,000 per Each Consecutive Calendar Day.
- 100% Performance Bond
- 100% Payment Bon

- Contractor's Insurance
- Coverage as listed in the Owner-Contractor Agreement.
- Contractor to purchase and maintain Owner's Protective Liability Insurance.
- Certificate of Insurance; Required to be on file prior to commencing any work
- Sales Tax: The City will provide a State of Missouri Project Tax Exemption Certificate
- Prevailing Wage Order:
  - Current Wage rates apply to all work and are included in the Bid Documents.
  - Labor categories must be properly identified.
  - Prevailing Wage Rates for project to be posted
  - Penalty for not paying prevailing wage: \$100 per worker per day.
- Application for Payment: Project Substantial Completion
  - Applications should be submitted on A/A Form or equivalent.
  - A 5% retainage will be held back until project completion.
  - Certified payroll records from the general and all subcontractors shall be submitted each month.
  - Lien waivers shall be submitted with payment applications.
  - An affidavit for compliance with prevailing wages must be submitted with the final applications.
- OSHA Construction Safety Training:
  - All onsite employees must complete a 10-hours OSHA Construction Safety course.
  - Training must be completed within 60 days of starting project.
  - If an employee is found on worksite without documentation, he has 20 days to produce documentation.
  - Penalty for non-compliance is \$2,500 plus \$100 per employee without training paid to the City of Ozark.

#### **GENERAL PROJECT INFORMATION**

- The City anticipates issuing a notice to proceed in July 2021.
- The City will provide Inspection for the project.
- Contractor is responsible for construction staking.
- Contractor is responsible for contacting utilities and locating existing utilities.
- Contractors will be responsible for securing the site prior to the end of each workday.
- Contractors are responsible for proper control of storm water run-off issues during construction.
- Contractors are responsible for obtaining permits. All places in which the contractor plans to utilize the Right of Way on 3<sup>rd</sup> St a permit will be required by MoDOT.
- At no time shall access to properties be blocked without the permission and consent of property owners. Contractor shall schedule work so that at no time during the life of the Contract will any driveway be denied access for any reason other than the curing of the pavement.
- Contractor to video entire project prior to start of construction.
- Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the Engineer. **Questions in regards to Bid Documents will be received until Friday, May 14, 4:00 p.m., Friday, May 21, 2021.**

#### **CONTRACT SPECIFIC INFORMATION**

- Discuss Job Special Provisions.
- Discuss test section.
- Discuss construction of stamped concrete on outside of square.
- Discuss Rock Excavation.

- Discuss Traffic Control.
- Discuss spoils haul off.

### **SCHEDULING CONSIDERATIONS**

- Notice of Award
- Within 10 working days of receipt of Notice of Award, Contractor executes and delivers to The City Contract Documents, Bonds and Certificates of Insurance.
- Prior to the Notice to Proceed, Contractor submits a Construction Schedule.
- Notice to Proceed issued by the City after receiving executed Contract Documents, Bonds and Certificates of Insurance in July 2021.
- Within 7 calendar days of the date of the written Notice to Proceed, work on the project shall commence.
- Work completion within 210 calendar days of the date of the written Notice to Proceed.

### **OPEN DISCUSSION**

Contractor Question: Will traffic control and staging truly be left entirely up to the Contractor?

Answer: Yes. The City has vacant lots available for use on the west side of 3<sup>rd</sup> St, however a permit will need to be acquired by the Contractor from MoDOT if they plan to utilize MoDOT's R/W with any construction traffic. Additionally, Liberty Utilities possesses a vacant lot on Hall St. which has been used in past projects and may be available. The Contractor would need to contact Liberty and work out an arrangement.

Contractor Question: Does the City have a budget for this project (not a cost estimate)?

Answer: Yes. The City's budget is available for public viewing on the City of Ozark website.

Contractor Question: Are the quantities shown on the plan sheet set as the definite quantity for which the Contractor will be paid?

Answer: No. These quantities shown on the bid tab are allowable quantities for the contract. Quantity adjustments and Change Orders will be implemented as necessary. The final quantities will be the actual quantities used in construction as specified in the Project Manual.

Contractor Question: Is it correct to say that the plans call for the brick pavers on the downtown square to be sawcut one foot back from the existing curb and the new sidewalk to be laid in alongside?

Answer: Yes. Bid the plans as shown. However, the City and the Engineer are willing to consider alternatives to this, including leaving the pavers untouched and making vertical and horizontal saw-cuts to the existing curb - leaving a 4" concrete strip between the old pavers and the new sidewalk. The goal is to leave as many pavers undisturbed as possible.





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**PRE-BID MEETING SIGN IN SHEET**  
**DOWNTOWN STREET AND SIDEWALK IMPROVEMENTS**  
**CITY OF OZARK**  
**PROJECT NO. SW20-285**  
**MAY 11, 2021**

NAME	COMPANY	PHONE NO.	EMAIL ADDRESS
Mark Blair	Cochran	417-595-4108	<a href="mailto:mblair@cochraneng.com">mblair@cochraneng.com</a>
Jeremy Parsons	City of Ozark	417-581-2408	<a href="mailto:jparsons@ozarkmissouri.org">jparsons@ozarkmissouri.org</a>
John Edwards	APAC	417-429-3246	<a href="mailto:johnm.edwards@apac.com">johnm.edwards@apac.com</a>
Kyle Mattheis	APAC	(417) 429-3938	<a href="mailto:kyle.mattheis@apac.com">kyle.mattheis@apac.com</a>
NICK TRONCALE	EMERY SAPP SONS, INC.	417-833-9915	<a href="mailto:NICK.TRONCALE@EMERYSAPP.COM">NICK.TRONCALE@EMERYSAPP.COM</a>
Jesse Wallen	Emery SAPP SONS, INC.	(816)-645-2211	<a href="mailto:Jesse.Wallen@Emerysapp.com">Jesse.Wallen@Emerysapp.com</a>
ROBERT RINGER	COCHRAN	417-996-5671	<a href="mailto:rringer@cochraneng.com">rringer@cochraneng.com</a>
Darrell Mrotek	Darrell Mrotek	417-335-0294	<a href="mailto:darrellmrotek@gmail.com">darrellmrotek@gmail.com</a>
John W. McCarty	City of Ozark	(417) 581-2407 <del>581-2407</del>	<a href="mailto:JMCCART@OzarkMissouri.org">JMCCART@OzarkMissouri.org</a>

8 East Main Street  
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Phone: 636-332-4574  
Fax: 636-327-0760

737 Rudder Road  
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Phone: 314-842-4033  
Fax: 314-842-5957

530A East Independence Drive  
Union, MO 63084  
Phone: 636-584-0540  
Fax: 636-584-0512

534 Maple Valley Drive  
Farmington, MO 63640  
Phone: 573-315-4810  
Fax: 573-315-4811

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Fax: 417-595-4109

905 Executive Drive  
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Fax: 573-525-0298

[www.cochraneng.com](http://www.cochraneng.com)



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Brett Davis	Bruno	417-451-5250	estimating@bruno.com

8 East Main Street  
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737 Rudder Road  
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Phone: 314-842-4033  
Fax: 314-842-5957

530A East Independence Drive  
Union, MO 63084  
Phone: 636-584-0540  
Fax: 636-584-0512

534 Maple Valley Drive  
Farmington, MO 63640  
Phone: 573-315-4810  
Fax: 573-315-4811

2804 North Biagio Street  
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Phone: 417-595-4108  
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**PLAN HOLDERS LIST  
DOWNTOWN STREET AND SIDEWALK IMPROVEMENTS  
CITY OF OZARK  
PROJECT NO. SW-285**

**Bid Date: Tuesday, May 18, 2021 at 2:30 p.m.**

**Pre-Bid Meeting: Tuesday, May 11, 2021 at 2:00 p.m.**

**Cost of Plans: Free**

Set #	Name	Phone	Email	Payment	Ship Date
1	The Builders' Association Page Smith	417-883-6044	psmith@buildersassociation.com		04/26/2021
2	Crawford, Murphy & Tilly Peter Stevens 1631 W Elfindale St. Springfield, MO 65807	417-799-6251	pstevens@cmtengr.com		04/26/2021
3	Donco 3 Construction, LLC Adreanne Dudley 1035 Schoolview Dr. Marshfield, MO 65706	417-859-0560 ext. 102	adreanne@donco3.net		04/26/2021
4	Hunter Chase & Associates, Inc. Tim Massey 1200 E Woodhurst Dr. # J200 Springfield, MO 65804	417-882-8203	tim@hunterchase.co		04/26/2021
5	APAC-Central, Inc David Foreman 4580 W Calhoun St. Springfield, MO 65802	417-868-6706	david.foreman@apac.com		04/25/2021
6	EPlan Taylor Horvatic	573-447-7130	Eplanbidding.com		04/27/2021
7	Capital Paving Flint Wendland 1369 54-68 Linn Creek, MO 65052	417-815-9897	fwendland@capitalpavingmo.com		04/27/2021
8	Construct Connect Desirre Sibala	323-602-5079 ext. 75331	Desirree.sibala@constructconnect.com		04/28/2021
9	Emery Sapp & Sons Jack Rowden 5350 E State Hwy AA Springfield, MO 65803	417-833-9915	Jack.rowden@emerysapp.com		04/28/2021
10	Branco Enterprises Patrick Capron 1864 S State Hwy MM Springfield, MO 65802	417-451-5250	pcapron@branco.com		04/28/2021

8 East Main Street  
Wentzville, MO 63385  
Phone: 636-332-4574  
Fax: 636-327-0760

737 Rudder Road  
Fenton, MO 63026  
Phone: 314-842-4033  
Fax: 314-842-5957

530A East Independence Drive  
Union, MO 63084  
Phone: 636-584-0540  
Fax: 636-584-0512

534 Maple Valley Drive  
Farmington, MO 63640  
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Phone: 573-525-0299  
Fax: 573-525-0298

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Set #	Name	Phone	Email	Payment	Ship Date
11	Ti-Zack Concrete, Inc. Jeremy Gibbs 39352 221 <sup>st</sup> Ave Le Center, MN 56057	507-357-6463 ext. 103	JGibbs@TiZack.com		04/30/2021
12	Prime Vendor, Inc Kim Jones 4622 Cedar Ave. #5 Wilmington, NC 28403	910-805-9630	Primevendor123@gmail.com		05/04/2021
13	Southwest Missouri Traffic Management Maggie Anderson 5863 Lark Rd. Diamond, MO 64840	417-437-0285	manderson@swmotm.com		05/04/2021
14	Dodge Data & Analytics John Doroy	413-471-3767	john.doroy@construction.com		05/04/2021
15	Blevins Asphalt Construction Co., Inc. Scott Crabtree P.O. Box 230 Mt. Vernon, MO 65712	417-461-4559	scrabtree@blevinsasphalt.com		05/10/2021
16					
17					
18					
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20					
21					