COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JANUARY 23, 2018
6:30 P.M. – COUNCIL CHAMBERS

1. Invocation
2. Pledge of Allegiance
3. Calling of the Roll
4. Reading and Consideration of Minutes of Previous Meeting
5. Citizens Participation Period
   (Each person addressing the Council shall state his/her name, address and organization or firm represented, if any, and is limited to no more than five (5) minutes. The time may also be extended by the Mayor if deemed necessary. All remarks during citizen's participation period should be made to the chair (Mayor). Once a person has had their say on a particular issue they are not permitted to once again speak on the issue.)
6. Report of Standing Committees
7. Report from Special Committees and Board Liaisons
8. Mayor's Report
9. Miscellaneous Reports of Officers of the City
10. Report of Claims Committee
11. Old Business
    1. **C.B. 18-01** – An Ordinance authorizing the Mayor to enter into an agreement with Bennett, Inc. for storm water and intersection improvements at Fairview and River Street, Carthage, Missouri. (Public Works)
    2. **C.B. 18-02** – An Ordinance authorizing the Mayor to enter into a Lease Agreement with Dennis Detert and Carolyn Detert for the City of Carthage to lease the Carthage Golf Center until December 31, 2018, in the amount of $6,500.00 per year. (Public Services)
    3. **C.B. 18-03** – An Ordinance authorizing the Mayor to enter into a Lease Agreement with Pam Graff in the amount of $3,600.00 for continued use of the pavilion in Municipal Park as a skating rink for a one year lease term. (Public Services)
    4. **C.B. 18-04** – An Ordinance authorizing the Mayor to enter into an agreement with Crossland Construction Co., Inc. in the bid amount of $1,542,000, for construction of Fire Station #2 in the City of Carthage, Carthage, Missouri. (Public Safety)
12. Mayor's Appointments
13. Resolutions
    1. **Resolution 1821** – A Resolution concerning annexation of property as requested by Eli Bruton. (Planning, Zoning & Historic Preservation)

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
January 9, 2018

The Carthage City Council met in regular session on the above date at 6:30 P.M. in the City Hall Council Chambers with Mayor Mike Harris presiding. Fire Chief Roger Williams gave the invocation and Police Chief Greg Dagnan led the flag salute.

The following Council Members answered roll call: Jason T.A. Shelfer, Brady Beckham, Juan Topete, James Harrison, Tim Shields, David Armstrong, Mike Daugherty, Darren Collier and Dan Rife. Council member Ceri Otero was absent. City Administrator Tom Short and City Attorney Nate Dally were present.

The following Department Heads were present: Police Chief Greg Dagnan, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks Director Alan Bull and City Clerk Traci Cox.

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the minutes of the December 12, 2017 Council Meeting. Motion carried.

During Citizen's Participation Period: Rebecca Friedrich, CPA with KPM CPA's, presented a brief overview of the City's Financial Statements and commended the City Staff for an unmodified/clean audit. City reserves are at 78% when funds from the sale of the hospital are removed. Mr. Shelfer made a motion, seconded by Mr. Harrison, to accept the audit. Motion carried.

Mr. Rife reported the Budget, Ways and Means Committee met January 8. Bids for an IP Office networked telephone system were reviewed. Amon Henady, IT Tech, recommended the bid from Crexendo in the amount of $18,463.95 due to the versatility and ability to handle an unlimited amount of calls. Additional fees will be necessary to complete the project. There will be an early termination fee with AT&T of approximately $2,500, new routers will need to be purchased, and additional analog lines will need to be added. Mr. Rife made a motion, seconded by Mr. Shields, to accept the bid from Crexendo in the amount of $18,463.95. Mid-year financial reports were reviewedand sales tax revenues were discussed. The budget calendar for the Fiscal Year 2019 was also approved.

Mr. Shelfer reported the Committee on Insurance/Audit and Claims met on this date in the Council Chambers and approved the claims. Rebecca Friedrich presented a detailed review of the audit at the meeting.

Mr. Collier reported the Public Safety Committee met December 18. A drug and alcohol policy addendum for the taxi drivers was approved and is being presented in Resolution 1818.

Mr. Beckham reported the Public Services Committee met January 4. The annual lease agreement with Dennis and Carolyn Detert for use of the driving range was approved and is being presented in C.B. 18-02. Changes to the contract with Baugh Diversified Industries to include the restrooms in Central Park and at the fair barn area were discussed. The skating rink lease agreement with Pam Graff was approved and is being presented in C.B. 18-03. A Steadley Grant for $10,000 was approved to help fund the golf clubhouse design and site planning. This is being presented in Resolution 1820.

Mr. Beckham reported the Public Works Committee meeting scheduled for January 2 was cancelled due to lack of business.

Special Committee and Board Liaison reports were given by Mr. Armstrong for the Planning and Zoning, Mr. Topete for the Kellogg Lake Board and Carthage Tree Board, and Mr. Shelfer for the Jasper County Commissioners, Carthage Chamber of Commerce and the Convention and Visitors Bureau.

Mayor Mike Harris reported he had attended a Vision Carthage meeting and complimented city staff on a good audit.

Police Chief Greg Dagnan stated the year-end report had been released. Chief Dagnan introduced new police officers to be sworn in that evening, Officer Ashley Fast and Officer Elvis Barahona. After City Clerk Traci Cox administered the Oath of Office, Mayor Harris presented the new officers with a certificate. Captain Bill Hawkins presented a plaque to Yogi Patrick recognizing him for his years of service upon retirement. Captain Hawkins noted Mr. Patrick had set the bar high for accommodating patrons of the taxi service.

Fire Chief Roger Williams reported the storm siren is being installed and two new firefighters had been hired. A picture depicting the new fire station was shown.

City Administrator Tom Short reported on the following: a meeting with CWEP and DNR regarding due diligence questionnaire for SRF financing, economic development conversations with CWEP and Mark Elliff, a Vision Carthage meeting, the budget calendar, projects within the city, sales tax revenues and he commended staff on the audit.

The Committee on Claims filed a report in the amount of $2,917,596.79 against the following funds: General Revenue $158,265.56, Public Health $120,908.95, Parks/Stormwater $64,383.92, Golf Course $25,230.95, Lodging $8,669.33, Fire Protection $38,774.00, Capital Improvements $6,028.50, Payroll $495,335.58 and Carthage Water and Electric $2,000,000.00. Mr. Shelfer made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

Under old business, **C.B. 17-56** – An Ordinance amending the Annual Operating and Capital Budget for the City of Carthage for the fiscal year 2017 - 2018 was placed on second reading followed by a roll call vote of 9 yeas and no nays. The council bill was approved and numbered Ordinance 17-56.

C.B. 17-57 – An Ordinance authorizing the Mayor to execute a Real Estate Transaction Agreement for land in the Myers Park Subdivision between the City of Carthage, Missouri and Liberty Tree Enterprises, LLP and Bruton and CO., LLC, 530 W. Fir Road, Carthage, Missouri 64836 was placed on second reading. Mr. Shelfer discussed constituent concerns followed by a roll call vote of 9 yeas and no nays. The council bill was approved and numbered Ordinance 17-57.

Under new business, **C.B. 18-01** – An Ordinance authorizing the Mayor to enter into an agreement with Bennett, Inc. for storm water and intersection improvements at Fairview and River Street, Carthage, Missouri was placed on first reading with no action taken.

C.B. 18-02 – An Ordinance authorizing the Mayor to enter into a Lease Agreement with Dennis Detert and Carolyn Detert for the City of Carthage to lease the Carthage Golf Center until December 31, 2018, in the amount of $6,500.00 per year was placed on first reading with no action taken.

C.B. 18-03 – An Ordinance authorizing the Mayor to enter into a Lease Agreement with Pam Graff in the amount of $3,600.00 for continued use of the pavilion in Municipal Park as a skating rink for a one year lease term was placed on first reading with no action taken.

C.B. 18-04 – An Ordinance authorizing the Mayor to enter into an agreement with Crossland Construction Co., Inc. in the bid amount of $1,542,000, for construction of Fire Station #2 in the City of Carthage, Carthage, Missouri was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Mr. Beckham, to approve the Mayor's appointment of Jim Swatsenbarg to the Planning, Zoning & Historic Preservation Commission until December 2021. Mr. Armstrong encouraged a "No" vote for the appointment. On vote, all members present voted yes, with the exception of Mr. Armstrong who cast a Nay vote. Motion passed.

Mr. Rife made a motion, seconded by Mr. Shelfer, to approve Resolution 1818, a Resolution adopting a Drug and Alcohol Policy Addendum for the City of Carthage Transit System. Motion passed

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve Resolution 1819, a Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds from the Restricted Trust Fund. On vote, all members present voted yes with the exception of Mr. Collier and Mr. Harrison who abstained. Motion passed.

Mr. Beckham made a motion, seconded by Mr. Daugherty, to approve Resolution 1820, a Resolution providing for the formal acceptance of a donation by the City Council of the City of Carthage, Missouri pursuant to City Policy. Motion passed.

During closing remarks, Mr. Shelfer thanked Police Chief Greg Dagnan for the year-end police report, Mr. Collier thanked staff for the clean audit and congratulated Mr. Patrick on his retirement.

Mr. Rife made a motion, seconded by Mr. Collier, to close the meeting according to Section 610.021 (2) RSMO, the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys thereof followed by a roll call vote on the board of 9 yeas and no nays. Motion carried.

CLOSED SESSION

Mr. Rife made a motion, seconded by Mr. Collier, to return to the regular session of the Council Meeting followed by a roll call vote of 9 yeas and no nays. Motion carried.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:38 PM.

_____

J. Michael Harris, Mayor

_____

Traci Cox, City Clerk

OLD BUSINESS

COUNCIL BILL NO. 18-01 **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into an agreement with Bennett Inc. for storm water and intersection improvements at Fairview and River Street, Carthage Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement, pursuant to the agreed to requirements of the bid specifications, with Bennett Inc. for storm water and intersection improvements at Fairview and River Street for the sum of $447,883.50 copy of the specifications is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2018.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Sponsored by: Public Works

AGREEMENT FORM 00500

THIS AGREEMENT, made this_____day of_____, 2017, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and ___Bennett, Inc.___doing business as (~~an individual~~), or (~~a partnership~~,) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of River Street and Fairview Avenue (Hwy. E) Intersection Improvements, Carthage, Missouri.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within one hundred twenty (120) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.

5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars ($500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Four Hundred Forty-Seven Thousand Eight Hundred Eighty-Three and 50/100 Dollars ($447,883.50).

6. The term "CONTRACT DOCUMENTS" means and includes the following:
   - (A) Invitation to Bid
   - (B) Instructions to Bidders
   - (C) Bid
   - (D) Bid Bond
   - (E) Agreement Form
   - (F) Notice of Award
   - (G) Notice to Proceed
   - (H) Performance Bond
   - (I) Payment bond
   - (J) General Conditions of Contract
   - (K) Supplementary Conditions
   - (L) Specifications prepared by Anderson Engineering, Inc. and dated November, 2017.
   - (M) Drawings prepared by Anderson Engineering, Inc. and dated September, 2017.
   - (N) Addenda

No. 1	dated 11-29	2017
No. 2	dated 12-1	2017
No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Carthage

(SEAL)_____

By _____

Attest _____

Name J. Michael Harris
(Please Type or Print)

Name Traci Cox
(Please Type or Print)

Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL)_____

By _____

Attest _____

Name _____
(Please Type or Print)

Name_____
(Please Type or Print)

Title_____

PERFORMANCE BOND 00610

KNOW ALL MEN BY THESE PRESENTS: that

Bennett, Inc.
(Name of Contractor)

103 NE 15th Lane, Lamar, MO 64759
(Address of Contractor)

a _____corporation_____ , hereinafter called Principal and
(corporation, partnership, or individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Carthage
(Name of Owner)

City Hall, 326 Grant Street, Carthage, MO 64836
(Address of Owner)

hereinafter called OWNER, in the penal sum of Four Hundred Forty-Seven Thousand Eight Hundred Eighty-Three and 50/100 Dollars ($447,883.50), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated the ____ day of _____, 2017, a copy of which is hereto attached and made a part hereof for the construction of:

River Street and Fairview Avenue (Hwy. E) Intersection Improvements

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the_____day of_____, 20____.

ATTEST: _____
Principal
By _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

ATTEST: _____
Surety
By _____
Attorney-in-fact

(SEAL)

_____
(Witness to Surety)

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND 00611

KNOW ALL MEN BY THESE PRESENTS: that

Bennett, Inc.
(Name of Contractor)

103 NE 15th Lane, Lamar, MO 64759
(Address of Contractor)

a corporation, hereinafter called Principal
(corporation, partnership, or individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Carthage
(Name of Owner)

City Hall, 326 Grant Street, Carthage, MO 64836
(Address of Owner)

hereinafter called OWNER, in the penal sum of Four Hundred Forty-Seven Thousand Eight Hundred Eighty-Three and 50/100 Dollars, ($447,883.50) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the_____day of_____, 2017, a copy of which is hereto attached and made a part hereof for the construction of:

River Street and Fairview Avenue (Hwy. E) Intersection Improvements

NOW, THEREFORE, if Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for is such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the_____day of_____, 20____.

ATTEST: _____
Principal
By _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

ATTEST: _____
Surety
By _____
Attorney-in-fact

(SEAL)

_____
(Witness to Surety)

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF AWARD 00501

TO: Bennett, Inc.

103 NE 15th Lane

Lamar, Missouri 64759

PROJECT Description: River Street and Fairview Avenue (Hwy. E) Intersection Improvements, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation to Bid dated November 14, 2017 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of Four Hundred Forty-Seven Thousand Eight Hundred Eighty-Three and 50/100 Dollars ($447,883.50).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this_____day of_____, 20_____.

City of Carthage

By:_____

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the_____day of_____20____.

By_____

Title_____

COUNCIL BILL NO. 18-02 **ORDINANCE NO.** _____

An Ordinance authorizing the Mayor to enter into a Lease Agreement with Dennis Detert and Carolyn Detert for the City of Carthage to lease the Carthage Golf Center until December 31, 2018, in the amount of $6,500.00 per year.

BE IT ORDAINED BY THE BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Lease Agreement with, Dennis Detert and Carolyn Detert for the City of Carthage to lease the Carthage Golf Center until December 31, 2018, in the amount of $6,500.00 per year, a copy of which Lease Agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____ 2018.

_____
J. Michael Harris, Mayor

ATTEST:

_____
Traci Cox, City Clerk

Sponsored by: Public Services Committee

LEASE AGREEMENT BETWEEN THE CITY OF CARTHAGE AND DENNIS and CAROLYN DETERT

This lease agreement made on this _____ day of _____, 2018, between the City of Carthage, a municipal corporation organized and existing under the laws of the State of Missouri, acting by and through its duly authorized Mayor ("Lessee"), and Dennis and Carolyn Detert, husband and wife, owners of the Carthage Golf Center Business ("Lessors").

SECTION ONE.
DESCRIPTION OF THE PREMISES AND LEASED BUSINESS

Lessor hereby leases to Lessee, the property located at 800 Robert Ellis Young Drive, Carthage, Missouri known as the Carthage Golf Center. The property as established consists of approximately 14.5 acres, more or less. This lease is to exclude the main building.

SECTION TWO.
TERM

The term of this lease shall be for a period of the day of signing until 11:59 p.m. December 31, 2018.

SECTION THREE.
RENT

Lessee agrees to pay to Lessors as rent for the year of 2018, $6,500.00, payable as follows: $3,500.00 on April 1, 2018 and $3,000.00 on December 1, 2018. ($500 is included in the lease amount for the Lessors to cover the main building on their own insurance policy and releasing the city of liability for damages to the main building.)

SECTION FOUR.
MAINTENANCE OF BUILDINGS AND LAND BY LESSEE

Any damage to the main building caused by a negligent or purposeful act of a city employee or agent of the city shall be covered and/or repaired by the city. The maximum expense by the city shall be the amount of Lessor's insurance deductible on the main building, maximum deductible of $1,000.00. If Lessors do not have insurance on the main building the maximum expense by the city pursuant to this paragraph shall be $1,000.00.

The City of Carthage will maintain and keep the grounds, and golf range equipment in a good state of repair, and make all necessary replacements during the term of this lease. Lessees shall purchase and maintain liability insurance with a minimum amount of coverage of $500,000.00, during the term of this lease. Lessors shall be named as additional insureds on said policy or policies of insurance and Lessee shall furnish Lessor proof of insurance and proof that Lessors are additional insureds on said policies.

Lessee will be responsible for payment of utility bills.

SECTION FIVE.
USE OF PREMISES

The premises shall be used for the purpose of a golf range. Lessee shall restrict the use to such purposes and shall not permit the use of the premises for any other purposes without written consent of the Lessors.

SECTION SIX.
INDEMNIFICATION BY LESSEE

Lessee agrees to hold Lessors harmless from any claim for injury or damages to persons or damage to property arising on or about the demised premises, caused by act, default, negligence, omission, willful or otherwise, or misconduct of lessee, its agents, servants, employees or invitees, during a time that the Lessee or any permittee of Lessee is leasing the premises, including claims for injuries and damages allegedly caused by the negligence of the Lessors.

SECTION SEVEN.
ENTRY ON PREMISES BY LESSOR

Lessors reserve the right to enter the premises at reasonable times to inspect or to show the premises for sale and Lessee shall permit Lessors to do so during regular hours of business. Lessors shall have the right to place "for sale" signs on the premises.

SECTION EIGHT.
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

There shall be no alterations of the premises without the written permission of the Lessors and all alterations, additions, and improvements on the premises that may be erected or installed during the term of this lease shall become part of the demised premises and the sole property of Lessors at the expiration of this lease.

SECTION NINE.
ASSIGNMENT

It is agreed that this lease shall be assignable in writing by either party, but said assignment by Lessee, shall not relieve Lessee of any obligation under the lease.

SECTION TEN.
PARTIAL DESTRUCTION OF THE PREMISES

If the property hereby let (does not include any buildings) shall be destroyed or be so damaged as to become untenantable by reason of fire or providential means, then, if Lessor shall by writing, deliver to Lessee within 30 days after such damage or destruction an election to rebuild or repair, the Lessee shall rebuild or repair said property within a reasonable time after such election, placing the property in as good condition as they were before the destruction or damage; but if Lessee does not so elect to rebuild or repair,

the Lessors shall have possession of said property thereby let and shall receive full insurance proceeds for the damage to the leased property and Lessee's obligation under this lease shall terminate.

SECTION ELEVEN.
WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall not allow any waste or nuisance on the premises or use or allow the property to be used for any unlawful purpose or activity.

SECTION TWELVE.
CONDEMNATION

If the demised property or any portion thereof shall be taken or condemned by any competent public authority for any public or quasi-public use or purpose, Lessor shall be entitled to all condemnation monies and proceeds from any accepted commissioner's awards or any judgments. The Lessee (City of Carthage) agrees not to bring condemnation or eminent domain proceedings on this property during the term of this lease.

SECTION THIRTEEN.
RIGHT TO SELL

It is agreed that Lessor has the right to advertise, attempt to sell and, subject to this paragraph, the right to sell the property at any time during the lease. The City of Carthage will have 30 days from date of sale closing to vacate the property. Final lease payment by the Lessee shall be prorated according to number of days the property has been used by Lessee during the term of the lease, and shall be due 30 days from the closing date of sale. The City of Carthage may negotiate at any time during the lease to by the property by mutual agreement.

SECTION FOURTEEN.
NOTICE

All notices described herein and to be given with respect to this instrument shall be in writing, and every notice shall be deemed to have been given at the time that it is deposited in the United States mail.

SECTION FIFTEEN.
COVENANTS BINDING ON HEIRS AND SUCCESSORS

The covenants herein contained shall run with the demised property and shall bind the heirs, administrators, successors and assigns of the Lessors and Lessee respectively and consent of the, Lessors to Assignment, and acceptance of late rent from the Lessee shall not release the Lessee from its obligation to pay timely rent and comply with other conditions of this lease.

SECTION SIXTEEN.
WAIVERS

Failure of the Lessor to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any subsequent breach or default of any terms and conditions of this lease.

The parties have executed this agreement on the _____ day of _____, 2018

Attest:

City of Carthage:

_____
Traci Cox, City Clerk

_____
J. Michael Harris, Mayor

Lessors:

_____
Dennis Detert

_____
Carolyn Detert

COUNCIL BILL NO. 18-03 **ORDINANCE NO.** _____

An Ordinance authorizing the Mayor to enter into a Lease Agreement with Pam Graff in the amount of $3,600.00 for continued use of the pavilion in Municipal Park as a skating rink for a one year lease term.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTIONI: The Mayor of the City of Carthage is hereby authorized to enter into a Lease Agreement with Pam Graff in the amount of $3,600.00 for continued use of the pavilion in Municipal Park as a skating rink for a one year term commencing January 1, 2018 and ending December 31, 2018, a copy of which Lease Agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____ 2018.

_____
J. Michael Harris, Mayor

ATTEST:

_____
Traci Cox, City Clerk

Sponsored by: Public Services Committee

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 by and between the City of Carthage, Jasper County, Missouri, a municipal corporation, hereinafter called Lessor, and Pam Graff, of Carthage, Missouri, hereinafter called the Lessee.

WITNESSETH, THAT THE Lessor, for and in consideration of the rents, covenants, and stipulations to be paid, kept and performed by the said Lessee does hereby lease and demise to the said Lessee a certain building located in the Municipal Park, Carthage, Missouri, which said building is owned by Lessor and commonly referred to as "pavilion" to be used by Lessee as a skating rink.

TO HAVE AND TO HOLD the above described building with all privileges thereto belonging unto the said lessee for a term of one year commencing on date of signing and ending December 31, 2018. Lessee to use said premises as and for a skating rink with the approval of a majority of the members of the City Council, City of Carthage, Missouri.

Lessee does hereby agree to pay to lessor as and for rental for the above described premises the total sum of three thousand, six hundred dollars ($3,600.00) per year, payable at the rate of three hundred dollars ($300.00) per month on the first day of January 2018, and on the first day of each succeeding month thereafter during the period of the lease. In the event the first day of the month falls on a Saturday or Sunday, said payment shall be due and payable on the first Monday of such month. If rental payments shall continue unpaid another 30 days, Lessor shall notify Lessee thereof by letter. If such delinquency in payment shall continue another 30 days, or a total of 60 days, this lease shall be terminated and the premises vacated.

The Lessee shall hold the Lessor free and harmless from any and all costs, damages, expenses, mechanic liens, or any and all liability which may arise from any contract, tort, statute, or city ordinance growing out of the use of said premises by said Lessee.

The Lessee does hereby agree that he will not assign this lease nor shall he have the right to so assign the same to any person or persons howsoever without first having and obtaining the written consent of the Lessor to said proposed assignment.

The Lessor shall pay for all materials and labor necessary for the maintenance of exterior walls and roof of said pavilion. The Lessor shall pay for all major plumbing repairs. The Lessee shall be responsible for all repairs to the interior of said pavilion and Lessee covenants to maintain said interior in as good repair as it was in at the commencement of this lease, ordinary wear and tear and acts of God excepted.

The Lessee assumes and agrees to pay all utility bills, including the water bill for the main floor of the building, incurred in connection with use of said building.

Lessee shall have the right at their option to operate legitimate concessions within said building in addition to the skating business carried on therein.

Lessee further covenants and agrees to prevent their patrons and others from parking their automobiles immediately adjacent to said pavilion, and Lessee agrees to use all reasonable means to prevent delivery trucks from crossing the sidewalk when making deliveries to the said pavilion.

Damage to the building by fire, wind, storm, and other casualty rendering the Pavilion untenantable shall, at the option of either party, work a termination of this lease.

The Lessee covenants and agrees to maintain and keep the toilets on the main floor in said building clean and in good repair, except for as above stated, and to keep the premises in a clean, neat, and orderly manner.

It is further agreed and understood by and between the parties hereto, that prior to the commencement of said skating rink business by Lessee on said premises, said Lessee shall at this own expense, obtain a policy of liability insurance in the amount of two million dollars ($2,000,000.00) with the City of Carthage as an additional named insured, protecting Lessor from any claim of any person or persons whomsoever arising out of the use of said property as a skating rink by Lessee. Lessee shall provide the City Clerk with a copy of the insurance certificate no later than thirty days after signing of the agreement.

The alterations made by Lessee and all equipment installed for the purpose of winterizing the Pavilion shall be and remain the property of Lessor upon the termination of the Lease Agreement.

Violation of any above covenants contained herein by the Lessee shall, at the option of the Lessor, constitute a forfeiture of the lease, but shall in no way affect the obligation of the Lessee to pay the rental herein provided for.

In **WITNESS WHEREOF**, the parties hereunto set their hand and seal of this
_____ day of _____, 2018.

CITY OF CARTHAGE

By:_____Lessor
Mayor: J. Michael Harris

_____Lessee
Pam Graff

Attest:

_____
Traci Cox
City Clerk

COUNCIL BILL NO. 18-04 **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into an agreement with Crossland Construction Co. Inc., in the bid amount of $1,542,000, for construction of Fire Station #2 in the City of Carthage, Carthage, Missouri.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement, pursuant to the agreed to requirements of the bid specifications, with Crossland Construction Co. Inc. for construction of Fire Station #2 in the City of Carthage, Carthage, Missouri for the sum of $1,542,000 a copy of which is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2018.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Sponsored by: Public Safety Committee

CONTRACT DOCUMENTS & SPECIFICATIONS

FOR

FIRE STATION NO. 2

CITY OF CARTHAGE, MISSOURI

10/11/17

Presented by

City of Carthage
Carthage, Missouri

Prepared by

Anderson Engineering, Inc.
1745 South Garrison, Carthage, Missouri 64836

October 2017

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INVITATION TO BID 00020

SEALED BIDS for construction of Fire Station No. 2 will be received by the City of Carthage, City Hall, 326 Grant Street, Carthage, Missouri 64836 until 10:00 a.m. prevailing local time, November 7, 2017, and then publicly opened and read aloud at the City of Carthage, City Hall, 326 Grant Street, Carthage, MO 64836.

The proposed work includes: Construct new fire station building along with sitework.

Copies of the plans and specifications are on file and may be examined at the offices of Anderson Engineering, Inc., located at 1745 South Garrison, Carthage, Missouri 64836.

Complete digital project bidding documents are available for viewing and downloading at www.aeincmo.com and www.questcdn.com. Documents may be viewed at no charge. Documents may be downloaded for a non-refundable fee of $30.00. The QuestCDN project number is 5399965.

Paper copies of the plans, specifications, proposal forms and contract documents may be obtained from the office of Anderson Engineering, Inc., 1745 South Garrison, Carthage, Missouri 64836, (417) 358-9551 upon payment of a non-refundable amount of $150.00. The successful bidder will be furnished three complete sets of plans and specifications. Additional sets will be sold to the contractor at cost.

Bidders with questions concerning this invitation may contact Rick West at (417) 529-4430 or Jason Eckhart, P.E., Anderson Engineering, Inc., 1745 South Garrison, Carthage, Missouri 64836 at (417)-358-9551, Fax (417)-358-4224. All questions must be received no later than 5 business days prior to bid due date.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to readvertise and to rebid.

All materials for the project shall be tax exempt.

Each Bidder must deposit with his/her bid, security in the amount of five percent (5%) of his/her base bid which is subject to conditions provided in the Instructions to Bidders.

PREVAILING HOURLY WAGE RATES

Attention of BIDDER is particularly called to the requirements as conditions of employment to be observed and that BIDDER must comply with the payment of hourly wage rates, including all fringe benefits, as established by the Wage Determination Sections 290.210-340, RSMo as amended in 1969 pertaining to the prevailing hourly wages and including fringe benefits, as established by the Department of Labor and Industrial Relations of the State of Missouri. A copy of each determination will be provided with the contract documents prior to the bidding date.

No Bidder may withdraw his bid within thirty (30) consecutive calendar days after the actual date of the opening thereof.

October 12, 2017
Date

City of Carthage
J. Michael Harris
Mayor

INSTRUCTIONS TO BIDDERS.....00100

BIDS will be received by the City of Carthage (herein called the "OWNER") at the City of Carthage, City Hall, 326 Grant Street, Carthage, Missouri 64836 until 10:00 a.m. prevailing local time, November 7, 2017, for Fire Station No. 2, Carthage, Missouri, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope addressed to City of Carthage, City Hall, 326 Grant Street, Carthage, Missouri 64836.

Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR Fire Station No. 2, Carthage, Missouri, and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: City of Carthage, City Hall, 326 Grant Street, Carthage, Missouri 64836.

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

The OWNER may waive and informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) consecutive calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and reviews of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities, the nature of the WORK to be performed, or the extent of responsibilities and risks to be assumed in that performance.

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

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the condition of the contract.

The BIDDER understands that the specifications governing the construction of the work contemplated are those known and designated as the "Standard Specifications for Street Construction, City of Carthage" and the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011". Standard Specifications for Street Construction, City of Carthage are available from Anderson Engineering, Inc.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the AGREEMENT, PAYMENT BOND, PERFORMANCE BOND and INSURANCE CERTIFICATES have been executed and approved, after which it will be returned. A certified check or cashier's check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the

CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to provide the PERFORMANCE BOND, PAYMENT BOND, and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement, Bond Forms, and Certifications. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, is which case, the BID BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within fourteen (14) calendar days, exclusive of Sundays and holidays, of the receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, INSURANCE CERTIFICATES, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) consecutive calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) consecutive calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject and BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional, or qualified BID, or Tied Bids will not be accepted.

The BIDDER submitting the lowest Total Bid Amount will be designated Apparent Low Bidder. Contract will be awarded to lowest responsive responsible Bidder on the basis of the lowest Total Bid Amount and having provided the necessary BID BONDS, Bid Schedule, and other Bid Documents. The Total Bid Amount shall be determined by the summation of the Extended Totals for each bid item. Extended totals shall be determined by the Unit Price for lump sum bid items and the Unit Price multiplied by the number of units for the unit bid items.

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

The low BIDDER shall supply the names and addresses of major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

PREVAILING HOURLY WAGE RATES

Attention of BIDDER is particularly called to the requirements as conditions of employment to be observed and that BIDDER must comply with the payment of hourly wage rates, including fringe benefits, as established by the Wage Determination Sections 290.210-340, RSMo, as amended in 1969 pertaining to the prevailing hourly rate of wages and including fringe benefits as established by the Department of Labor and Industrial Relations of the State of Missouri. A copy of each Determination will be provided with the Contract Documents prior to the bidding date.

BID.....00301

PROPOSAL of_____hereinafter referred to as BIDDER,

*a corporation arranged under the laws of the State of _____
*a partnership consisting of _____
*an individual d/b/a _____

TO: City of Carthage, Carthage, Missouri, referred to as OWNER,

In response to your invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for the construction of Fire Station No. 2, Carthage, MO, in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the prices(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

*Strike inapplicable terms

BIDDER, in submitting this Bid, agrees to commence work under the Agreement on or before a date to be specified in the Notice to Proceed and to complete the Agreement within two hundred seventy (270) calendar days, thereafter. BIDDER acknowledges understanding of terms for liquidated damages as provided by Section 15 of the General Conditions, and agrees to pay liquidated damages in the amount(s) and by the term(s) established in the Agreement, without condition or recourse.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____	Date _____
No. _____	Date _____
No. _____	Date _____
No. _____	Date _____
No. _____	Date _____

BID SCHEDULE

Bidder assures and acknowledges that each unit of lump sum bid price includes the cost of all adjacent, incidental, related and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functional installation. The OWNER reserves the right to increase, decrease or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

Item No.	*Description*	*No. Units*	*Unit*	*Unit Price*	*Extended Total*
1	Mobilization	1	LS		
2	Removal of rubble / earth fill	1,610	CY		
3	Removal of topsoil / uncontrolled fill (12" to 15" depth)	2,070	CY		
4	Place controlled fill to subgrade elevation	8,035	CY		
5	Building foundation and floor slab including approximately 285 CY. of concrete, 335 ton (190 CY.) of crushed stone base, 420 LF. of perimeter insulation and 1,220 SY. of vapor barrier, complete and in-place	1	LS		
6	Pre-engineered metal building including interior walls, ceilings, floor treatments, interior liner panels, and insulation, complete and in-place	1	LS		
7	Doors including all hardware, trim and related items, complete and in-place	1	LS		
8	Windows including all hardware, trim and related items, complete and in-place	1	LS		
9	Cabinets, including sinks, complete and in-place	1	LS		
10	Electrical components including panelboards, transformer, receptacles, switches, conduit, conductors, etc., complete and in-place	1	LS		
11	Light fixtures including switches, conduit, conductors, etc., complete and in-place	1	LS		
12	Intercom / paging system complete and in-place	1	LS		
13	Heating, Ventilation, and Air-Conditioning systems 1 and 2, complete and in-place	2	EA		
14	Heating, Ventilation, and Air-Conditioning system 3, complete and in-place	1	EA		
15	Garage heaters including all gas piping, control wiring, etc., complete and in-place	1	LS		
16	Fire suppression system, complete and in-place	1	LS		
17	Fire / smoke detection and alarm system, complete and in-place	1	LS		
18	Carbon monoxide monitoring system with interconnect to exhaust fans, complete and in-place	1	LS		
19	Plumbing fixtures and trim including all piping, complete and in-place	1	LS		
20	Concrete curb and gutter including flumes and crushed stone base, complete and in-place	753	LF		

Item No.	Description	No. Units	Unit	Unit Price	Extended Total
21	7" thick non-reinforced PCCP over 7" thick crushed stone base, complete and in-place	3462	SY		
22	Precast concrete parking blocks, complete and in-place	9	Ea		
23	4" wide yellow acrylic paint stripe	695	LF		
24	Handi-cap parking symbol, yellow acrylic paint	3	EA		
25	8' x 4' precast concrete curb inlet box, complete and in-place	1	EA		
26	4'-0"Ø precast concrete manhole, complete and in-place	1	EA		
27	15"Ø PP storm sewer including trenching, bedding and backfill, complete and in-place	414	LF		
28	24"Ø RCP storm sewer including trenching, bedding and backfill, complete and in-place	128	LF		
29	2"Ø water line (from 5'-0" beyond foundation wall) including trenching, bedding and backfill, complete and in-place	55	LF		
30	2" water meter including meter box and lid, complete and in-place	1	EA		
31	6"Ø fire suppression line (from 5'-0" beyond foundation wall) including trenching, bedding and backfill, complete and in-place	166	LF		
32	Precast oil and water separator, complete and in-place	1	EA		
33	4"Ø sanitary sewer line (from 5'-0" beyond foundation wall) including trenching, bedding and backfill, complete and in-place	193	LF		
34	125 kW natural gas generator with automatic transfer switch, equipment rack and concrete pad, complete and in-place	1	EA		
35	(3)#3/0 THHN & (1) #1/0 bare copper ground in 2-1/2"Ø rigid steel conduit including trenching bedding and backfill, complete and in-place	143	LF		
36	Electrical junction box with lid, complete and in-place	1	EA		
37	Flag poles including concrete bases, lighting and landscaping, complete and in-place	3	EA		
38	Privacy fence including gates, (2 locations) complete and in-place	106	LF		
39	Finish grading, seeding and mulching of disturbed area beyond pavement	1	LS		
40	Miscellaneous, any work not covered in other sections	1	LS		

TOTAL BID AMOUNT $ -

Bidder understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of the project; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

Bidder further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

Respectfully submitted,

_____
Name of Contractor

_____
By

_____
Title

ATTEST:

_____
By

_____
Title

(Seal)

(If Bid is a Corporation)

_____
Address (including zip code)

_____
Address

BID BOND 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,_____as Surety, are hereby held and firmly bound unto City of Carthage, Carthage, Missouri, as OWNER, in the penal sum of_____ ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this_____day of_____, 20 .

The condition of the above obligation is such that whereas the principal has submitted to City of Carthage, Carthage, Missouri, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of Fire Station No. 2, Carthage, MO.

NOW, THEREFORE,

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

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

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

_____(L.S.)
Principal

_____
Surety

By:_____

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

AGREEMENT FORM 00500

THIS AGREEMENT, made this_____day of_____, 2017, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and_____doing business as (an individual), or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of Fire Station No. 2, Carthage, Missouri.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessaryfor the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within two hundred seventy (270) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.

5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars ($500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of_____and xx/100 Dollars ($_____).

6. The term "CONTRACT DOCUMENTS" means and includes the following:
   - (A) Invitation to Bid
   - (B) Instructions to Bidders
   - (C) Bid
   - (D) Bid Bond
   - (E) Agreement Form
   - (F) Notice of Award
   - (G) Notice to Proceed
   - (H) Performance Bond
   - (I) Payment bond
   - (J) General Conditions of Contract
   - (K) Supplementary Conditions
   - (L) Specifications prepared by Anderson Engineering, Inc. and dated October, 2017.
   - (M) Drawings prepared by Anderson Engineering, Inc. and dated October, 2017.
   - (N) Addenda

No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Carthage

(SEAL)_____

By _____

Attest _____

Name J. Michael Harris
(Please Type or Print)

Name Traci Cox
(Please Type or Print)

Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL)_____

By _____

Attest _____

Name _____
(Please Type or Print)

Name _____
(Please Type or Print)

Title _____

NOTICE OF AWARD..... 00501

TO: _____

_____

_____

PROJECT Description: Fire Station No. 2, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation to Bid dated_____and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ and XX/Dollars ($_____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this_____day of_____, 20_____.

City of Carthage

By _____

Title _____ Mayor_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the_____day of_____20____.

By_____

Title_____

NOTICE TO PROCEED 00502

TO: _____

DATE: _____

PROJECT: Fire Station No. 2, Carthage, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated_____, 2017, on or before_____, 2017, and you are to complete the WORK within two hundred seventy (270) calendar days thereafter. The date of completion of all WORK is therefore_____, 2017.

City of Carthage

By _____

Title _____ Mayor _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by_____

_____

this the_____day of_____, 20____

By_____

PERFORMANCE BOND 00610

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal and
(corporation, partnership, or individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Carthage
(Name of Owner)

City Hall, 326 Grant Street, Carthage, MO 64836
(Address of Owner)

hereinafter called OWNER, in the penal sum of_____ xx/100 Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly bythese presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated the day of_____, 20 , a copy of which is heretoattached and made a part hereof for the construction of:

Fire Station No. 2

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the_____day of_____, 20____.

ATTEST: _____
Principal
By _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

ATTEST: _____
Surety
By _____
Attorney-in-fact

(SEAL)

_____
(Witness to Surety)

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND.....00611

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal and
(corporation, partnership, or individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Carthage
(Name of Owner)

City Hall, 326 Grant Street, Carthage, MO 64836
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ xx/100 Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly bythese presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the day of_____, 20 , a copy of which is hereto attached and made a part hereof for the construction of:

Fire Station No. 2

NOW, THEREFORE, if Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for is such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the_____day of_____, 20____.

ATTEST: _____
Principal
By _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

ATTEST: _____
Surety
By _____
Attorney-in-fact

(SEAL)

_____
(Witness to Surety)

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

GENERAL CONDITIONS OF CONTRACT 00700

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

1. DEFINITIONS

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

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

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

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Bid, Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

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

1.7 CONTRACT DOCUMENTS: The Contract, including Advertisement for Bids, Instructions to Bidders, BID, Bid bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

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

1.9 CONTRACT TIME: The number of calendar days stated in CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment if the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

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

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

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

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

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

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required or such requirements that may be imposed by applicable state laws.

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

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

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

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

3. SCHEDULES, REPORTS, AND RECORDS

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

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposed to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

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

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

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

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

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

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

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or mare DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and

all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

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

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

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

5.4 All required submittal of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittal shall have been delivered to the ENGINEER within thirty(30) calendar days from the date of the Notice to Proceed. Within fourteen (14) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within (30) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

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

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

facilitate prompt inspection.

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

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

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. ALL WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING

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

7.2 The OWNER shall conduct all construction inspection services.

7.3 The CONTRACTOR shall provide at his expense the materials testing services required by the CONTRACT DOCUMENTS.

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

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

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

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

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

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and it, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

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

10. SURVEYS, PERMITS, REGULATION

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

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

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

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment

to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

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

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safetyprecautions incidental thereto.

12. SUPERVISION BY CONTRACTOR

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

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believed that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced

by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change.

14. CHANGES IN CONTRACT PRICE:

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

(a) Unit prices previously approved.
(b) An agreed lump sum.
(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

15.3.1 In addition to paying liquidated damages to the OWNER, the CONTRACTOR shall reimburse suppliers, manufacturers, and other contractors and subcontractors damages suffered by reason of delays attributable to failure by the CONTRACTOR to complete the PROJECT, or a specified portion of the PROJECT within the CONTRACT TIME.

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

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

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

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

15.5 Under no circumstances shall the CONTRACTOR be paid for damages due to unforeseeable delays described in Subparagraphs 15.4.2 and 15.4.3. Neither the OWNER nor the ENGINEER shall be held responsible for any delays to the progress of the CONTRACTOR'S work, resulting from the causes listed in Subparagraphs 15.4.2 and 15.4.3, including DIFFERING SITE CONDITIONS. The only remedy to the CONTRACTOR for legitimate unforeseeable project delays, as determined by the OWNER shall be the granting of an extension of the CONTRACT TIME by the OWNER as set forth in Paragraph 13.2.

16. CORRECTION OF WORK:

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

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

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTORS retainage, or draw directly upon the CONTRACTORS Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTORS Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

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

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

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

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the

facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

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

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

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

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

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result

of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this application for Payment has been completed in accordance with the CONTRACT DOCUMENTS, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER'S ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain ten percent (10%) of the amount of each payment for the project until fifty percent (50%) of the work has been satisfactorily completed. After fifty percent (50%) of the work has been completed, the OWNER shall, if he finds that satisfactory progress is being made, reduce the retainage to five percent (5%) of all payments claimed, If at any time after retainage has been reduced to

five percent (5%) , the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, material, or equipment, the OWNER shall re-establish the retainage at the previously established level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

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

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The unpaid balance of the CONTRACT AMOUNT, minus one percent (1%) retainage will be held by the OWNER for a period of one (1) year after FINAL ACCEPTANCE of the project, as defined, to insure prompt repair and/or replacement of all defects due to faulty material, equipment, and workmanship during the CONTRACTORS guaranty period. In lieu of the one percent (1%) retainage, the CONTRACTOR may furnish the OWNER an Unconditional and Irrevocable letter of credit, unconditionally payable upon demand of the OWNER, issued by a banking institution in the amount of one percent (1%) of the CONTRACT AMOUNT. The Letter of Credit shall remain in effect for a period on one (1) year after FINAL ACCEPTANCE of the project, as defined.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNERS agents harmless from all claim growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTORS unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to

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

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTORS execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone of whose acts any of them may be liable:

21.1.1 Claims under worker's Compensation, disability benefit, and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 CONTRACTORS General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $1,000,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than $1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his employees at the site of the PROJECT and in case any work on sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workers compensation Insurance including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the

site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate and suitable insurance for the protection of his employees not otherwise protected

21.5 The CONTRACTOR shall secure "All Risk" type Builders Risk Insurance for WORK to be performed. The amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and OWNER. **NOT REQUIRED FOR THIS PROJECT.**

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within fourteen (14) calendar days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within fourteen (14) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

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

24. INDEMNIFICATION:

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

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

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings,

opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

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

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

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

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

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

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

27. ENGINEER'S AUTHORITY:

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

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

27.3 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTORS performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTORS safety measures in, on, or near the construction site.

27.4 The ENGINEER shall promptly made decisions relative to interpretation of the CONTRACT DOCUMENTS.

27.5 The ENGINEER shall observe the activities of the CONTRACTOR to ascertain whether the project is constructed in accordance with the Drawings & Specifications. There shall be no departure from these CONTRACT DOCUMENTS without concurrence of the ENGINEER. All communications from the CONTRACTOR to the OWNER shall be conveyed concurrently to the ENGINEER.

28 LAND AND RIGHTS-OF-WAY:

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

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

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

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project by the OWNER, ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year form the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such correction as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, by the OWNER. The Performance Bond shall remain in full force and effect through the guarantee period.

30. ARBITRATION:

30.1 Subject to the conditions set forth in paragraph 30.2 hereof, all claims, disputes, and other matters and questions arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof, except claims waived by the making and accepting of final payment as provided in Section 20, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in any Circuit Court having jurisdiction over the parties.

30.2 Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association (AAA), subject to the following:

30.2.1 OWNER may not be compelled to arbitrate any dispute provided for hereunder without its express consent given in writing after demand be made for arbitration.

30.2.2 Arbitration shall be conducted in the State of Missouri and the laws of the State of Missouri shall be controlling as to matter of law.

30.2.3 Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the Circuit Court for the County of Jasper under the State of Missouri court rules in effect at the time of demand for arbitration. Notices, time periods, and other procedural matters shall be governed by the court rules which shall be enforced by the AAA in the same manner as in the Circuit Court.

30.2.4 A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a prehearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts thereof.

30.2.5 All discovery and amendments to the prehearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed excludible by the arbitration panel in its discretion.

30.2.6 In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two (2) so selected shall select a third from a panel proposed by the AAA. In the event that the two (2) cannot agree upon a neutral arbitrator from the AAA list within thirty (30) days, then the third arbitrator shall be designated by the AAA.

30.2.7 In the event OWNER so elects, CONTRACTOR may be required to participate in a consolidated arbitration to include the ENGINEER.

30.2.8 The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.

30.3 Notwithstanding anything else in the CONTRACT DOCUMENTS to the contrary, the CONTRACTOR shall carry on the work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the CONTRACT DOCUMENTS.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed. All major materials which are a part of the record project shall be considered tax exempt.

1.1 COMPLETION OF WORK

The Contractor shall make a positive effort to complete all major construction within the time specified.

1.2 CONTRACT DRAWINGS & SPECIFICATIONS

The CONTRACTOR shall receive three (3) sets of the contract drawings and specifications with the "Notice of Award", or as required. The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

1.3 WAIVER AND RELEASE OF LIEN AND CONTRACTOR'S CERTIFICATE

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver in duplicate to the OWNER, through the Engineer, a notarized Waiver and Release of Lien, in the form attached hereto, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

These documents shall be accompanied by a Contractor's Certificate, in the form attached hereto, signed and notarized by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, _____
(name of manufacturer, materialman, or subcontractor)

has furnished to_____the following:
(name of contractor)

_____
(kind of material & services furnished)

for use in the construction of a project belonging to:

Fire Station No. 2, Carthage, MO

NOW, THEREFORE, the undersigned _____
(name of manufacturer, materialman, or subcontractor)

for and in consideration of $_____and other good and valuable consideration the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens or right to or claim of lien, on the above-described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said: _____
(name of contractor)

for said project.

Given under my (our) hand(s) and seal(s) this_____day of _____, 20_____.

_____
(name of manufacturer, materialman, or subcontractor)

By: _____

President, Vice President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by Power of Attorney, signed by one of the foregoing in favor of the Signer. (Use designation applicable)

CERTIFICATE OF CONTRACTOR

_____ certifies that he is the _____

(name) (title)

of _ of _____

(name of contractor) (address)

the Contractor, in a Contract dated _____ , 20 _

entered into between the Contractor and the City of Carthage, Carthage, Missouri, the Owner for the construction of Fire Station No. 2, Carthage, Missouri, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

BY_____

DATE_____

FOR_____

1.4 MAINTENANCE OF FIELD OFFICE (NOT REQUIRED)

The CONTRACTOR, during the performance of this contract, shall maintain a suitable field office at the site of the work which shall be the headquarters of a representative authorized to receive drawings, instructions, or other communications or articles from the Owner or Engineer; and any such communication given to the said representative, or delivered at the CONTRACTOR'S office at the site of the work in his absence shall be deemed to have been given to the CONTRACTOR. Copies of the contract documents, specifications, and plans for the work shall be kept at the said office available for use at anytime.

In addition to the above, upon request of the Consulting Engineer, the CONTRACTOR shall make available this field office for use by the Engineer and inspectors. The office shall be provided with outside entrance door with a substantial lock; glazed windows suitable for light and ventilation, and adequate heating and lighting facilities. The office shall be sufficient size to care for, and shall be furnished with, a suitable worktable, two chairs, a plan rack, and a locker to be used for the storage of surveying instruments. The door or doors on the locker shall be equipped for padlocking. The general arrangement of the office and facilities provided shall meet with the approval of the Engineer. The field office shall be considered incidental to the project and no direct payment will be made.

1.5 MANUFACTURERS LETTER OF CERTIFICATION

Each manufacturer of major items of mechanical and electrical equipment and materials furnished and/or installed for the project, shall certify to the functional capabilities, efficiencies, and capacities of the material, equipment, and components thereto. Major items of materials and mechanical and electrical equipment shall include those listed herein.

The manufacturer(s) of these items shall provide a Letter of Certification, in duplicate, to the Owner in addition to any bonds provided by the Contractor. This letter shall certify that the equipment and/or materials to be provided and installed by the Contractor on the project comply with the specifications, are fully suitable for the purpose(s) for which they are to be utilized, and will function to the efficiencies and capacities specified.

Letter of Certification shall be included with the submittal data after issuance of Notice to Proceed or Work Order, and shall be supplied by all manufacturers so required. Letter of Certification shall be typed on the manufacturer's letterhead, and in the form attachedhereto.

MANUFACTURER'S LETTERHEAD

(Owners Name and Address)

Gentlemen:

We_____, being manufacturers/suppliers
(name of manufacturer)

of_____to be utilized in the construction of
(type of Materials or Equipment)

Fire Station No. 2, Carthage, Missouri for the purpose of

_____, do acknowledge that we have reviewed the plans and specifications for the above-named project, and hereby certify that the equipment and/or materials to be provided by _____
(name of manufacturer)
comply with the specifications and are fully suitable for the purpose(s) intended and will function to the efficiencies and capabilities specified when installed at the locations shown and in a manner as set forth by the plans and specifications.

Respectfully submitted,

Name of Manufacturer

By_____

Title:_____

1.6 EQUAL OPPORTUNITY PROVISIONS

a. Bidders Representations.

The bidder represents that:

It has____, does not have_____100 or more employees, and if it has, that

It has , has not_____, furnished the Equal Employment Opportunity Employers Information Reports EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title V11 of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than $10,000 hereunder to a Subcontractor with 100 or more employees, a statement, signed by the proposed Subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than $10,000, the Bidder will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of this Contract, the Bidder agrees as follows:

(1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

(2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidders commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Bidders non-compliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each Subcontractor or vender. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; Provider however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

c. Certificate of Nonsegregated Facilities: The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The bidder agrees that a breach of this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from propose Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

1.7 STATE OF MISSOURI PREVAILING WAGE LAW

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, **must** be paid to all workers performing work under the contract. See Section 290.250, RSMo.

The contractor will forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. See Section 290.250, RSMo.

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

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

During periods of excessive unemployment (any month immediately following two consecutive calendar

months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

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

Each contractor and subcontractor **must** file an Affidavit of Compliance form with the contracting public body upon completion of the public work and prior to final payment being made. The affidavit must state that he had fully complied with the provisions and requirements of the Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contactor(s) until the affidavit is filed in proper form and order with the public body.

Additional information regarding the State of Missouri Prevailing Wage Law may be obtained from the Department of Labor and Industrial Relations website at http://labor.mo.gov/DLS.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

STATE OF MISSOURI)
) ss
COUNTY OF_____)

Re: _____

Between:_____

and_____, on his oath being duly sworn states that all Subcontractors have been paid and that the Contractor and all Subcontractors have discharged fully all indebtedness incurred by them, or any one of them or for work and labor done, or for materials or equipment furnished or used in connection with the performance and the completion of said above stated project and that all claims, whether to persons or property arising out of or related in any manner whatsoever to the said project, have been paid or settled and that all Contractors and Subcontractors employed or who did work on said project have complied with all provisions and requirements of Sections 290.210 to 290.340 RSMo 1959 as amended 1969 and that all workmen performing work under this Contract were paid not less than the general prevailing straight time hourly wage rates or the general prevailing hourly rates for legal holidays and overtime work as such rates were determined and certified in the special Wage Determination made by the Industrial Commission of Missouri, both of which determinations are attached to the said Contract herein, or as such rates were determined by the Secretary of Labor, United States Department of Labor.

I certify that_____, whose identity is known to me, personally appeared before me, a Notary Public, on this day of_____20 , and executed this document.

My Commission Expires:

_____, 20 _____

_____
Notary Public

1.8 STATE OF MISSOURI WAGE DETERMINATION

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section049

JASPER 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
Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2017**

Last Date Objections May Be Filed: **April 10, 2017**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*.	tsas,c Hourly Rates	uver Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$25.72	56	28	$11.75
Boilermaker	6/17		$36.56	57	7	$29.13
Bricklaver and Stone Mason			$34.35	58	39	$18.72
Carpenter	6/17		$23,85	6	63	$16.40
Cement Mason			$23.64	64	4	$11.10
Communication Technician			$19.00	FED		$11.17
Electrician (Inside Wireman)			$26.79	27	9	$12.425+ 8%
Electrician (Outside-Line Construction\Lineman)			$41.52	125	65	$5.00 + 34.5%
Lineman Ooerator			$38.37	125	65	$5.00 + 34.5%
Groundman			$26.76	125	65	$5.00 + 34.5%
Elevator Constructor		a	$45.49	26	54	$33.235
Glazier			$23.35	36	52	$6.71
Ironworker	6/17		$32.65	50	4	$29.05
Laborer (Building):						
General	6/17		$21.54	29	64	$11.78
First Semi-Skilled	6/17		$21.54	29	64	$11.78
Second Semi-Skilled	6/17		$21.54	29	64	$11.78
Lather			USE CARPENTER RATE			
Linoleum Laver and Cutter	6/17		$24.79	123	78	$16.40
Marble Mason	6/17		$22.24	124	74	$13.05
Marble Finisher	6/17		$14.35	124	74	$9.52
Millwright	6/17		$23.85	6	63	$16.40
Operating Enaineer						
Group I	6/17		$26.84	84	4	$13.04
Group II	6/17		$25.05	84	4	$13.04
Grouo III	6/17		$24.34	84	4	$13.04
Group III-A	6/17		$25.05	84	4	$13.04
Group IV						
GroupV	6/17		$16.10	84	4	$13.04
Painter			$21.40	FED		
Pile Driver	6/17		$23.85	6	63	$16.40
Pipe Fitter		b	$29.55	19	1	$14.82
Plasterer			$19.00	FED		$4.00
Plumber		b	$29.55	19	1	$14.82
R.oofer \ Waterproofer	6/17		$23.05	10	2	$11.58
Sheet Metal Worker			$28.94	4	24	$14.18
Sprinkler Fitter - Fire Protection			$34.79	33	19	$20.17
Terrazzo Worker	6/17		$29.55	124	74	$14.76
Terrazzo Finisher	6/17		$19.22	124	74	$14.76
Tile Setter	6/17		$22.24	124	74	$13.05
Tile Finisher	6/17		$14.35	124	74	$9.52
Traffic Control Service Driver			$16.35	48	49	$2.75
Truck Driver-Teamster						
Group I	6/17		$29.57	31	35	$12.85
Group II	6/17		$29.73	31	35	$12.85
Group III	6/17		$29.72	31	35	$12.85
Group IV	6/17		$29.84	31	35	$12.85

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	I:jaSIC Hourly Rates	over Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
b - On all work over $750,000 Total Mech Cost - $29.55, Fringes - $14.82
On all work under $750,000 Total Mech Cost - $26.58 Fringes - $14.82

REPLACEMENT PAGE
JASPER COUNTY
BUILDING CONSTRUCTION .. OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 %) shall be paid for all work in excess of forty {40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor onthe job between six (6) a.m. and six-thirty (6:30) p.m. and the work week shall consist of five (5) consecutive eight (8) hour days beginning on Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten {10) hours on Saturday, shall be paid at one and one half (1%) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten {10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

NO. 6: Means eight (8) hours shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half {1%). All work done on Sunday and recognized holidays must be paid for at the double (2) time rate. The Employer shall have the option of working five (5) eight (8) hour days or four (4) ten {10) hour days to constitute a normal forty {40) hour work week. Work in excess of eight (8) hours per day {when working 5-8's) or ten (10) hours per day {when working 4-10's) or forty {40) hours per week shall be paid at the overtime rate of time and one-half {1%). When the four (4) day ten {10) hour work week is in effect, the standard *work* week shall consist of forty {40) hours, Monday through Friday, which will consist of any four (4) ten {10) hour days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten {10) hours per day or forty {40) hours per week. starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect, forty {40) hours per week shall constitute a week's work, normal work week being Monday through Friday. In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day at straight time not to exceed eight (8) hours per day or forty (40) hours per week. In instances where work days are lost due to circumstances beyond the Contractor's control, malce-up days may be used. Scheduling conflicts are not valid reasons. Make-up days are not to be used to make up lost time due to recognized holidays.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten {10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty {40) hours in one {1) work week, or in excess of ten {10) hours in one work day shall be paid at the rate of one and one-half (1%) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1%) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty {40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1%) time the regular hourly wage scale. The provision of this Saturday Make up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

REPLACEMENT PAGE
JASPER COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 19: On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight-time rate. All work performed on Sundays and holidays, and in excess often (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 27: Means eight (8) hours of work between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m. shall constitute a work day. Forty (40) hours within five (5) days - Monday through Friday, inclusive - shall constitute a work week. The regular starting time in the morning may be moved not more than one hour prior to 8:00 a.m.; however, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate and as required by the employer, the employer .shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 8:00 a.m. to 6:30 p.m., with a one hour starting variance. The make- up day of Friday shall be instituted for specific reasons such as loss of production due to weather and Holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hours per day work week. All overtime work after a regular work day, (8) hours, Monday through Friday shall be paid at time and one-half (1%). All hours worked on Saturday shall be paid at time and one-half (1%). All other overtime on Sunday and recognized holidays shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. {second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch per1od of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1%) times the shift hourly rate.

REPLACEMENT PAGE
JASPER COUNTY
BUILDING CONSTRUCTION .. OVERTIME SCHEDULE

NO. 29: Means eight (8) hours shall constitute a day's work and shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Any hours worked in excess of eight (8) hours shall be paid for at one and one-half (1%) times the regular rate of pay. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4-10's schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1%) rate. Friday make-up days shall not be used to rnake up for time lost due to recognized holidays. All hours worked between 4:30 p.m. Friday and 4:30 p.m. Saturday shall be paid for at the rate of time and one half. All hours worked from 4:30 p.m. Saturday until 8:00 a.m. Monday and all holidays shall be paid for at double (2) the regular rate of pay. Employees failing to **work a** regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay.

NO. 31: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half (1%). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Work performed on recognized holidays or days observed as such, shall receive time and one-half (1%).

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1%). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime a11d shall be paid for at the rate of one and one-half (1%) times the regular rate. Employees will be paid at the rate of one and one-half (1%) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1%) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1%) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1%) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Su11day will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1%) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1%) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. Ifsuch a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Tirne and one-half (1%) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1%) after ten (10) hours. All work performed on Saturday will be time and one-half (1%). Double (2) time shall be paid for all work on Sundays and recognized holidays.

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JASPER COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 %) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 %} the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7%) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1%) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1%). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than 1hirty (30) hours, were worked during the week.

NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1%). All work on Sunday <lr recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

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JASPER COUNTY
BUILDING CONSTRUCTION .. OVERTIME SCHEDULE

NO. 84: The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1%) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

N0.123: Means except as provided, eight (8) hours a day (8:00 AM. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1%) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1%) times the hourly wage rate.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1%) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

JASPER COUNTY
HOLIDAY SCHEDULE-BUILDING CONSTRUCTION

NO. 1: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 9: All work peiformea on New Year's Day, Memorial Day, FourtH of July, Lal:lor Day, TlianksgMng Day anct Christmas Day shall be paid for at the double time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid at the double time rate of pay as all observed holidays, if worked.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 35: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 %) the regular rate of pay for such work.

JASPER COUNTY
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1%) their regular rate of pay for all hours worked.

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 63: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day must be paid for at the double (2) time rate. No work shall be done on Labor Day or the Fourth of July except to preserve life or property. When any of the above named holidays fall on Sunday, the following Monday shall be observed as such holiday. If they fall on Saturday, Friday shall be observed as the holiday.

NO. 64: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular rate of pay. When any of the above named holidays shall fall on Sunday, the following Monday shall be observed as such holiday. If any other craft is afforded a provision of observing Friday as the holiday when the holiday falls on Saturday, Laborers shall be granted the same provision. If another craft that Laborers are tending recognize a specific holiday that Laborers do not normally recognize, the Laborers tending that craft shall recognize the same holiday.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 78: The following days shall be recognized as holidays: New Year's *Day*, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

OCCUPATIONAL TITLE	* Date of Increase	tsas1c Hourly Rates	uver-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	$29.10	23	16	$16.85
Electrician (Outside-Line Construction\Lineman)		$41.52	18	24	$5.00 + 34.5%
Lineman Operator		$38.37	18	24	$5.00 + 34.5%
L.ineman - Tree Trimmer		$22,51	31	30	$5,50+28%
Groundman		$26.76	18	24	$5.00 + 34.5%
Groundman - Tree Trimmer		$18.21	31	30	$5.50+28%
Laborer					
General Laborer	6/17	$24.66	4	18	$13.27
Skilled Laborer	6/17	$25.21	4	18	$13.27
MillwriQht	6/17	$2-9,10	23	16	$16,85
Operating Engineer					
Group I	6/17	$31.27	5	15	$14.05
Group II	6/17	$30.92	5	15	$14.05
Group III	6/17	$30.72	5	15	$14.05
Group IV	6/17	$28.67	5	15	$14.05
Oiler-Driver	6/17	$28.67	5	15	$14.05
Pile Driver	6/17	$29.10	23	16	$16.85
Traffic Control Service Driver		$16.35	29	28	$2.75
Truck Driver-Teamster					
Group I	6/17	$29.57	12	3	$12.85
Group II	6/17	$29.73	12	3	$12.85
Grou1:1_III	6/17	$29,72	12	3	$12.85
Group IV	6/17	$29.84	12	3	$12.85

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.

REPLACEMENT PAGE
JASPER COUNTY
OVERTIME SCHEDULE -HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 %) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1%). Workers shall receive time and one-half (1%) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more that forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1%). Workmen shall receive time and one-half (1%) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer
except when inclement weather or other conditions beyond the reasonabre control *of* the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon.
Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1%).

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1%). A workday is to begin betw en 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1%) for all work performed on recognized holidays or days observed as such.

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted
accordingly. The overtime rate of pay shall be one and one-half (1%) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

REPLACEMENT PAGE
JASPER COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1%) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1%) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday $16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1%). For all overtime hours worked on Sundays or recognized holidays $16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 29: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1%) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1%) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1%) unless time has been lost during the week, in which case Monday will be a make-up *day* to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1%) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within *two* hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

JASPER COUNTY
HOLIDAY SCHEDULE - HEAVY CONSTRUCTION

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work u11der construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one- half (1%) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1%) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1%). Workmen shall receive time and one-half (1 %) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No worl< shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1%) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 28: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1%) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

NEW BUSINESS

MAYOR'S APPOINTMENTS

RESOLUTIONS

RESOLUTION NO. 1821

RESOLUTION concerning annexation of property as requested by Eli Bruton.

LEGAL DESCRIPTION:

All that part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 21, Township 28, Range 31, Jasper County, Missouri, described as beginning at a point 281 feet East of the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 21, Township 28, Range 31, Thence East 381 feet, Thence South along existing fence a distance of 291 feet, Thence West 145 feet, Thence South 51 feet, Thence West 236 feet Thence North 342 feet to the point of beginning.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

SECTION I: That there has been presented on **January 23, 2018**, to the City Council of the City of Carthage, a verified petition signed by the owners of all fee interest of record and all tracts of real property located within the area described in the petition, which area is proposed to be annexed to the City of Carthage; a copy of which petition is attached hereto and incorporated herein as if set out in full.

SECTION II: That no part of said real property is now included in any incorporated municipality.

SECTION III: That said real property is contiguous to the existing corporate limits of the City of Carthage, Missouri.

SECTION IV: That in accordance with section 71.012 Revised Statutes of Missouri, a public hearing shall be held concerning the matter, and this public hearing shall be held on the 13th day of February, 2018 at 6:30 p.m., in the Council Chambers, at City Hall in Carthage, Missouri.

SECTION V: The City Clerk is authorized and directed to cause a notice of such hearing to be published in the Carthage Press at least seven (7) days prior to the date of hearing.

PASSED AND APPROVED THIS _____ DAY OF _____, 2018.

_____
J. Michael Harris, Mayor

ATTEST:

_____
Traci Cox, City Clerk

Sponsored by: Planning, Zoning and Historic Preservation Committee

PRE-DEVELOPMENT APPLICATION

Complete with required information (write 'n/a' if information not applicable to proposal)

Preliminary Plat — Filing Fee: $200.00

✓ Annexation — Filing Fee: $100.00

Date: 12/08/2017

Applicant / Company Name: Liberty Tree Enterprises — Tele: 417-793-3736

Address: 534 W. Fir Road — City: Carthage — State: MO — Zip: 64836

Contact: Eli Bruton — Tele: 417-793-3736

Address: 12240 State Highway 96 — City: Carthage — State: MO — Zip: 64836

Project Name: Country Mall and Flea Market/Liberty Tree

Land Use and Zoning abutting or adjacent to site:

		Zoning:
North:	General Business/Lowe's	"E"
South:	Light Industrial/Hair Salon, Banking	"F"
East:	Light Industrial/Retail Sales	"F"
West:	Light Industrial/Convenient Store/Restaurant	"F"

Project Address / Location: 534 W. Fir Road Carthage, MO 64836

Property Owner: Liberty Tree Enterprises — Site acreage: 2.46 Acres

Subdivision / Tract Description: Legal description is attached

(Lot / Block / Tract Info)

If residential, estimated Number of Dwelling Units: Single family: 0 — Multi-family: 0

Please provide an Overview of your Project:

Annexation of 2.46 acres. Antique Mall, Multiple Retail sales, Liquor Store, and Misc. All existing structures, asphalt parking lot.

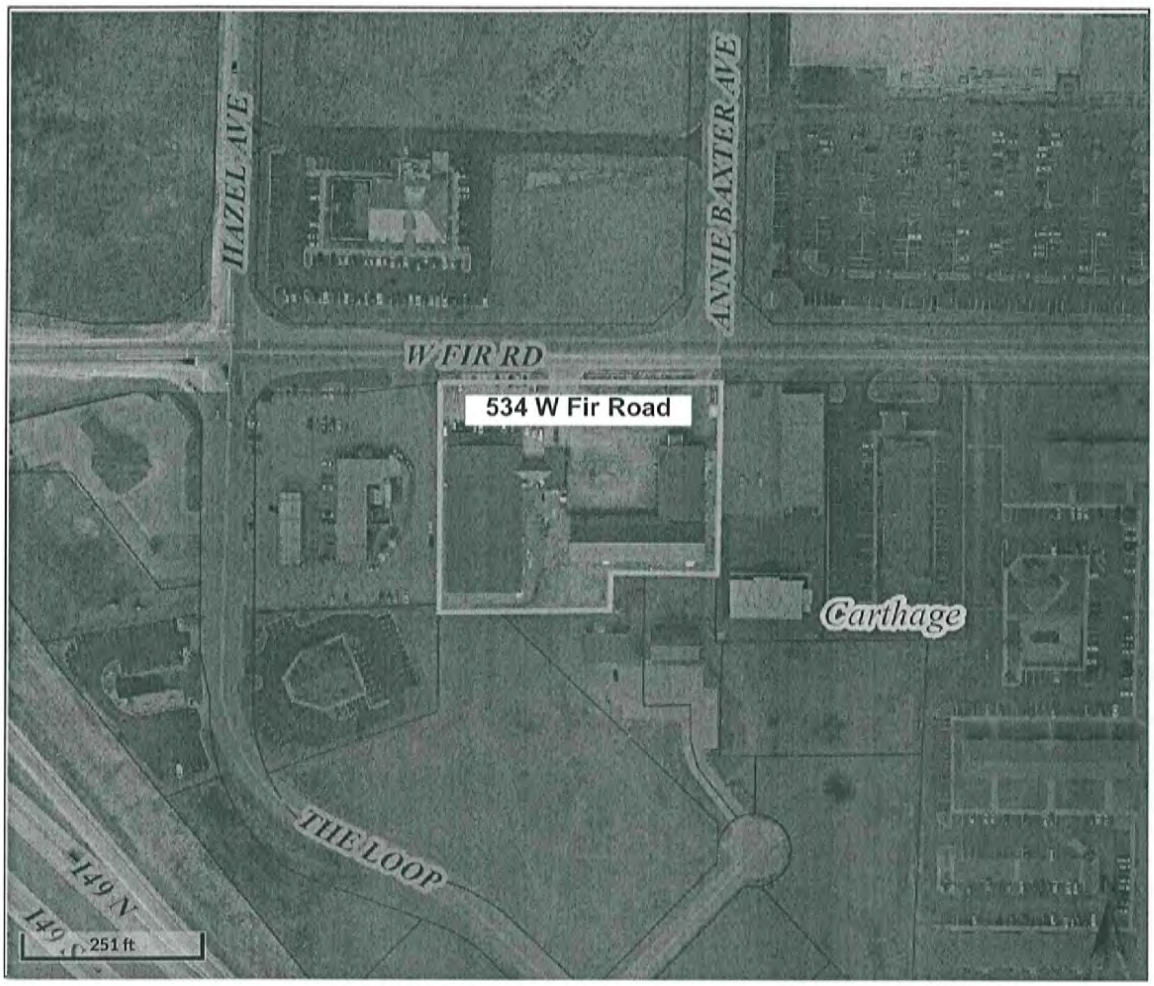
X

Upon completion, return to the Public Works Department.

Office Use Only:

Date Received: 12/8/2017 — Staff Meeting Date: _____ — P & Z Meeting Date: JAN. 15, 2018

City Limit Map



Overview

Legend

— County Boundary

City Limit Boundaries

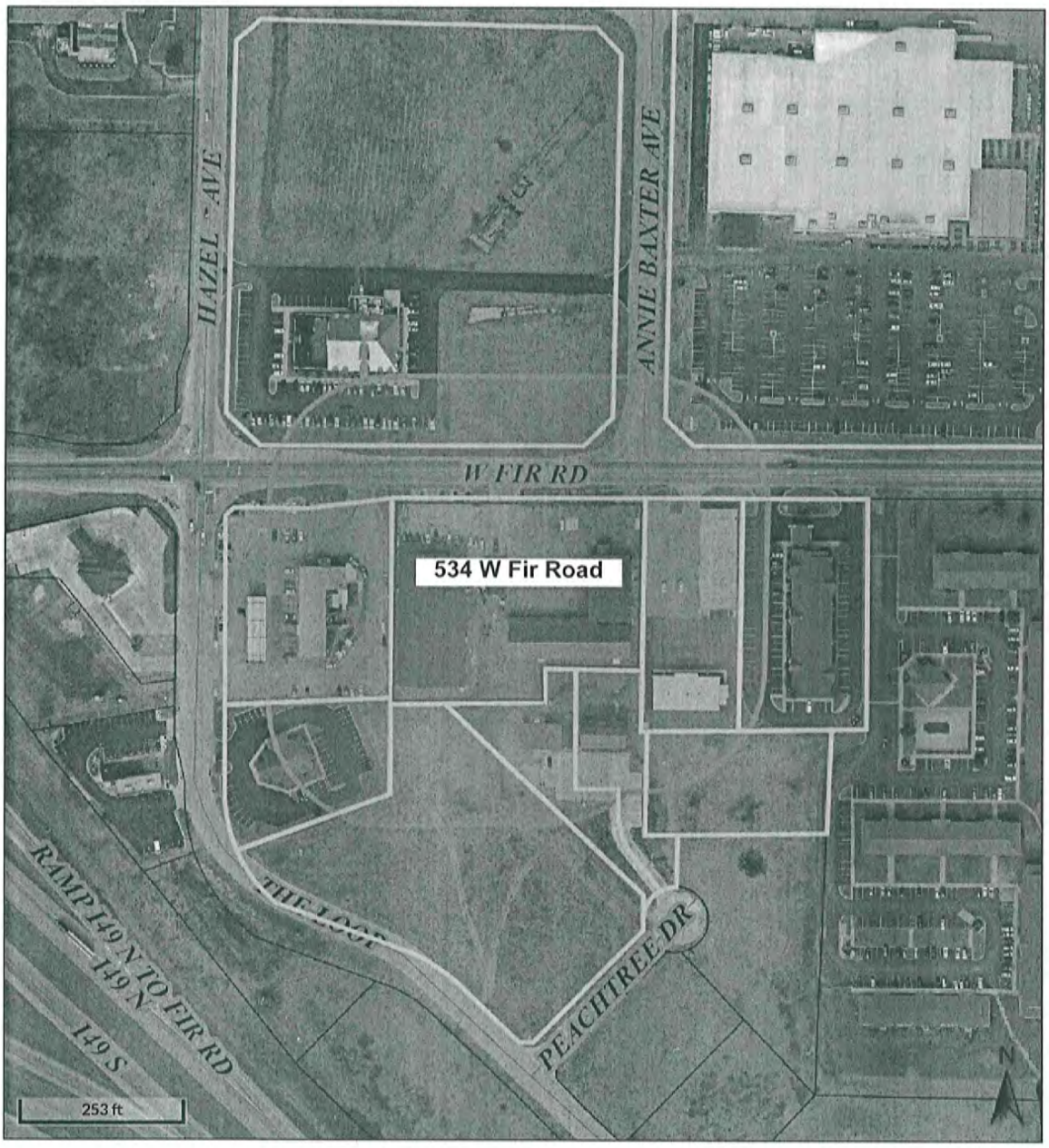
■ Carthage

Parcel ID	14502100000034000	**Alternate ID**	02-140706-0000	**Owner Address**	LIBERTY TREE ENTERPRISES
Sec/Twp/Rng	21-28-31	**Class**	C		530 W FIR RD
Property Address	534 W FIR RD	**Acreage**	2.46		CARTHAGE MO 64836
District	143				
Brief Tax Description	BEG 281' E NW COR NW NE TH E 381' S 291' W 145' S 51' W 236' N 342' TO BEG (Note: Not to be used on legal documents)				

Date created: 12/20/2017
Last Data Uploaded: 12/20/2017 4:27:09 AM

Developed by
Schneider The Schneider Corporation

185' Property Owner Notification Map



Overview

Legend

- County Boundary
- Parcels
- Local Roads

Date created: 12/8/2017
Last Data Uploaded: 12/8/2017 4:33:16 AM

Developed by
The Schneider Corporation

MINUTES
STANDING
COMMITTEES

BUDGET WAYS & MEANS COMMITTEE
MONDAY, JANUARY 8, 2018 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

MEMBERS PRESENT: Dan Rife, Darren Collier and Tim Shields. Juan Topete was absent.

OTHERS PRESENT: Mayor Mike Harris, City Administrator Tom Short, City Clerk Traci Cox, Fire Chief Roger Williams, Amon Henady, Parks Director Alan Bull and John Hacker.

Chairman Rife called the meeting to order at 5:30 P.M.

***NOTE:** All areas *"italic"* below were submitted to the Committee in a pre-meeting memo by Mr. Short.

OLD BUSINESS

Consideration and approval of minutes from previous meeting. Mr. Collier made a motion to accept the minutes of the December 11 meeting. Motion approved 3-0.

NEW BUSINESS

1. **Consider and discuss proposals for an IPOffice networked telephone system for the City of Carthage.**

"Proposals were originally opened November 30, 2017 for the networked phone system for the City. Due to a number of reasons, the bids were recommended to be rejected and re-bid to allow for "cloud-based" solutions, and have vendors submit proposals again to address the City's phone needs. Proposals were again opened on January 4, 2018. Amon Henady, our IT Tech, will be at the meeting to discuss his recommendations. We budgeted $20,000 to replace the systems running on the PLEXAR software which is antiquated and is no longer supported by the phone company. Pursuant to the contract, there will also be a termination fee. Overall, the total costs are expected to be lower than the current arrangement with PLEXAR."

Amon Henady, IT Tech, reviewed the bids and made a recommendation to accept the bid from Crexendo, Inc. due to the versatility and ability to handle unlimited amount of calls with 83 direct numbers. Additional fees will be necessary to complete the project. There will be an early termination fee with AT&T of approximately $2,500, new routers will need to be purchased, and additional analog lines will need to be added. Mr. Short added Amon Henady will be the point of contact for the telephone system and added that this plan will allow flexibility for growth. Mr. Collier made a motion to accept the best bid from Crexendo, Inc. for $18,463.95. Motion passed 3-0.

2. **Consider and discuss Fiscal 2018 Mid-Year Budget Status Report.**

"Included are the summary spreadsheets for the (unaudited) mid-year budget report. We will review the information with the Committee at the meeting."

Mr. Short reviewed year-to-date revenues and expenditures, detailing General Revenue, Public Health and the Golf Course on spreadsheets. There are no major budget concerns at this time, but staff will continue to monitor.

3. **Consider and discuss budget calendar for Fiscal Year 2019.**

"Attached is a proposed Draft calendar for Fiscal 2019. The Committee can discuss the schedule and items related to it at the meeting."

Mr. Short presented the budget calendar for Fiscal Year 2019 and explained key dates.

STAFF REPORTS

"As was stated last month, the MML informed cities that "a number of cities have recently reported lower than expected sales tax receipts and some have attributed the decline to the implementation of new software by the Missouri Department of Revenue. Officials at Missouri Department of Revenue have confirmed some issues with reporting. However, DOR does expect missed collections to be added to the next reporting period." DOR has now submitted supplemental distributions to the City on December 19, 2017. The General 1% Sales Tax was for an additional $61,691.70. As these were "missed" collections from the inception of the new software, they have been allocated on a pro-rata basis to previous months based on collections percentages. The monthly Sales Tax report will reflect the new totals and allocations through December 2017 from this point forward. As of the end of December with the new numbers, collections of the 1% Sales Tax are now 8.8% above last year's collections and above budget projections for the end of the year by about 1.8%. As of this writing, we have not yet received January's Sales Tax collections. We should receive these by the meeting date, and will bring theme to the meeting. They typically have been coming in about the 8th of the month. We are anxious to see how the latest changes effect January's receipts.

Mr. Short reported a supplemental check for past collections had been received. This was due to an error in the Department of Revenue reporting system. January revenues were down 28.8% from the same month last fiscal year resulting in 3.7% below anticipated budgeted amounts.

ADJOURNMENT: The meeting adjourned at 6:03 PM on motion by Mr. Shields. Motion carried 3-0.

Respectfully Submitted,
Traci Cox

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, JANUARY 9, 2018
CITY HALL COUNCIL CHAMBERS

COMMITTEE MEMBERS PRESENT: Jason T.A. Shelfer, James Harrison and David Armstrong. Ceri Otero was absent.

OTHER COUNCIL MEMBERS: None.

OTHERS PRESENT: Mayor J. Michael Harris, City Administrator Tom Short, City Clerk Traci Cox, and John Hacker, Carthage Press.

Chairman Jason Shelfer called the meeting to order at 4:45 P.M.

OLD BUSINESS:

Approval of minutes from previous meeting: On a motion by Mr. Armstrong, the minutes of the December 12, 2017 meeting were approved 3-0.

Review and approval of the Claims Report: The Committee discussed items regarding the Claims Report before it was approved 3-0 on a motion by Mr. Armstrong.

NEW BUSINESS:

1. **Presentation by Rebecca Friedrich, CPA of the City of Carthage, Missouri Basic Financial Statements.**

   Rebecca Friedrich CPA, from KPM CPA's & Advisors, gave a detailed presentation of the Audit Report for the City of Carthage year ended June 30, 2017. She referred to key pages in the audit book and explained their financial impact and importance. The City received an unmodified/clean opinion with no deficiencies noted. As of June 30, 2017, revenues are well over one year due to the sale of the hospital. Without the sale of the hospital, reserves would be at 78%. Mrs. Friedrich stated it was a good audit and she appreciates the City Staff. Mrs. Friedrich also discussed the letter to management. Mr. Armstrong made a motion to accept the audit findings by KPM CPA's & Advisors for the year ended June 30, 2017. Motion carried 3-0.

Staff Reports:

Ms. Cox reported the window had been replaced at City Hall. She also reminded everyone that the last day to file was January 16 and there had been no filings in Ward 1 or Ward 5.

ADJOURNMENT: Mr. Shelfer made a motion to adjourn at 5:32 PM. Motion carried 3-0.

Traci Cox
City Clerk

MINUTES SPECIAL COMMITTEES AND BOARDS

MINUTES
CARTHAGE TREE BOARD

January 10, 2018
5:15 P.M.
Park Department Office

Tree Board Members Present; Anne Stocker, Robert Balek, Ed Browning and Dale Hopp.
Tree Board Members Absent: Cody Smith.
Non-Members Present; Alan Bull, Juan Topete and Jon Skinner.

Meeting was called to order at 5:18.

A) Presentation from Brian Stringer on volunteer project with America in Bloom.org – Mr. Balek reported he had talked to Mr. Stringer about his America in Bloom project and had asked him to come to the meeting to talk to the Board about the project. Mr. Stringer was not present at this time.

B) Consider and discuss Board elections - Ms. Stocker Stated it looked like the Board needed to wait to hold elections as everybody wasn't in attendance. Mr. Bull asked about the Board's thoughts on replacing Mr. Smith who had only attended one meeting in the last year due to his new schedule. The Board felt it needed to be done and this started a discussion on possible replacements. The Board came up with four or five potential new members. Mr. Bull also pointed out that there would need to be a letter requesting the Mayor remove Mr. Smith from the Board and it would be better if the Board had a replacement lined up so there would be a replacement ready to take Mr. Smith's place. Several members were going to ask the people mentioned if they would be interested in serving on the Board.

C) Consider and discuss T.R.I.M. Grant- Ms. Stocker started a discussion on the possibility of securing a T.R.I.M. Grant in the next grant cycle. This was a continuation of discussion from previous meetings. A seminar hosted by the Carthage Tree Board for representatives from area towns dealing with becoming a Tree City USA and various other topics seemed a good idea. There would be several speakers from the Department of Conservation that could attend according to Jon Skinner. One topic would be hoe the Emerald ash borer would be impacting City budgets in the future. Mr. Bull asked about the possibility of having someone from Nebraska City come and speak at the function. Mr. Skinner stated there would be fees associated with this but there would probably be someone available. Also, this would be something the grant would pay for. Nebraska City is the headquarters of Tree City USA. Discussion turned to a venue and dates. The community room at CW&EP seemed to be a good place for the program and a tentative date of February 21, 2019 was decided upon. Mr. Bull would check on dates and also come up with a value of the room to be used in the grant. Mr. Skinner pointed out the grant application would be due the first week of June and awarded sometime in September. Then it would have to be wrapped up no later than the first of May and all the supporting documents sent in for a June payment. Mr. Bull discussed adding funds to the budget being worked on so there will be City funds available for the grant. This would be much better than having to request a budget adjustment at a later date. Mr. Bull also asked about having someone from Forest ReLeaf speak on their program. Mr. Skinner liked that idea and Ms. Stocker would be contacting the group to see if it would be possible.

D) Consider and discuss 2018 Arbor Day- Ms. Stocker asked the members about setting a date for this year's Arbor Day. This year the event will be held at Mark Twain Elementary if possible. Ms. Stocker asked Mr. Hopp if he would contact the Principal there and see what would work best for the teachers. There were several

dates discussed, both Thursday's and Friday's in the month of April. This would be the same type of event as the last several years with seedlings to hand out, a proclamation from the Mayor and a presentation by Jon Skinner.

E) Consider and discuss possible new tree ordinance- Ms. Stocker asked about the status of the ordinance, Mr. Bull reported it would be looked at by the City Attorney as time permitted. This will be back on the agenda at a later meeting.

Meeting adjourned 6:20

CWEP
BOARD MEETING MINUTES

January 18, 2018

The Carthage Water & Electric Plant Board met in regular session January 18, 2018, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

- ☒ Ron Ross - President
- ☐ Pat Goff -Vice President
- ☒ Neel Baucom -Secretary
- ☒ Darren Collier -Liaison
- ☒ Danny Lambeth - Member
- ☐ G. Stephen Beimdiek – Member
- ☒ Brian Schmidt - Member

Staff:

- ☒ Chuck Bryant-General Manager
- ☒ Cassandra Ludwig-General Counsel
- ☒ Jason Peterson-Director IT & Broadband
- ☒ Susan Wendleton-Administrative Assistant
- ☒ Jason Choate-Director of Water Services
- ☒ Kelli Nugent/CFO
- ☒ Kevin Emery-Director of Power Services
- ☒ Meagan Milliken – Customer Relations Mgr.
- ☒ Stephanie Howard – Director of Business & Economic Development

President Ross called the meeting to order at 4:00 p.m.

ADDITIONS/CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES:

A motion by Lambeth and seconded by Baucom to approve the minutes of the regular meeting of November 16, 2017, as presented passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Baucom and seconded by Schmidt to approve disbursements for November in the amount of $3,032,260.76 passed unanimously.

A motion by Schmidt and seconded by Lambeth to approve disbursements for December in the amount of $3,107,796.38 passed unanimously.

FINANCIAL STATEMENT:

Financials for November showed a consolidated net income of $110,563 compared to budget of $133,952. Financial ratios for CW&EP continue to be ahead of the industry for customer size. Other comparisons show CW&EP at .67% power loss percentage year to date under industry average of 5-6%, with water loss of 9.71% which is also under industry average of 10%.

A motion by Lambeth and seconded by Baucom to approve the November financial statements passed unanimously.

Financials for December showed a consolidated net income of $176,253 compared to budget of $375,381. A mild summer resulting in lower than expected revenues was attributed to the year to date income being below budget by approximately $366,000.

A motion by Baucom and seconded by Lambeth to approve the December financial statements passed unanimously.

COMMITTEE REPORTS: None.

CITIZEN'S PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

CONSIDERATION OF PROPOSALS FOR HAIL STORM ROOF REPAIRS

General Manager Bryant reviewed the proposal of G&G Construction under the General Construction and Operational Maintenance Repair Services Contract in the amount of $378,773.82 for repair of multiple CW&EP buildings which received extensive damage during the 2017 hail storm. Randy Dubry from G&G Construction explained the siliconized rubber product used to extend the life.

A motion by Baucom and seconded by Lambeth to approve the proposal of G&G Construction for roof repairs in the amount of $378,773.82 passed unanimously.

CONSIDERATION OF WATER TREATMENT PLANT CEILING PAINTING PROJECT

Director of Water Services Choate explained the need for sandblasting and painting the ceiling above east filters at Water Treatment plant due to effect of chlorine over many years. The proposal from G&G Construction for completion of this project is $37,839.63 under the General Construction and Operational Maintenance Repair Services Contract.

A motion by Lambeth and seconded by Baucom to approve the proposal of G&G Construction in the amount of $37,839.63 for cleaning and painting ceiling of Water Treatment plant passed unanimously.

CONSIDERATION OF CATERPILLAR LEASE

General Manager Bryant reviewed the process used over the last many years entering a lease/purchase agreement for back hoe equipment from local dealer Fabick and in time selling back to at an agreed upon price based on condition.

A motion by Baucom and seconded by Schmidt to approve the lease with Caterpillar for two 420F2 Caterpillar backhoe loaders passed unanimously.

MISSOURI PUBLIC UTILITY ALLIANCE (MPUA) PRESENTATION REGARDING SOUTHWEST POWER POOL (SPP) AND PLUM POINT POWER PLANT (PPPP)

General Manager Bryant noted that over the coming months he would like to introduce the Board to various organizations in which CW&EP participates, beginning with MPUA. Mike Siefert, Electric Production Engineer with MPUA, and Rebecca Atkins, Director of Market Operations & Analysis were present to share updates on power pools in which CW&EP participates.

MISCELLANEOUS AND STAFF REPORTS

CFO Nugent shared various graphs comparing methods used for customer payment over the last two years, and noted the continued growth in online usage where many options are available for payment, viewing usage and utilizing energy audits. She noted that three public hearings will be held beginning at 2 p.m., January 31, in the CW&EP Community room as a part of the Wastewater Treatment plant upgrade with funding requested from the State Revolving Fund.

General Counsel Ludwig noted that on December 1st, NERC announced its decision regarding the transfer of SPP RE entities to a new Regional entity, granting CW&EP's request to be sent to the Midwest Reliability Organization (MRO). She noted that a firm has been engaged to assist with an audit of CW&EP's broadband services, and updated the Board on legislative issues.

Director of Power Services Emery updated the Board on progress in the tree trimming/spraying contract being provided by Poor Boy Tree Service, noting the absence of customer complaints and expressing appreciation for their skills as arborist and in communicating with customers. He reviewed graphs on outages and reliability indices, noting that 9 of the 14 outages in December were caused by squirrels.

Director of Water Services Choate reported Chris Perry has joined the CW&EP Water Distribution team, due to former crew member Chance Adams moving into the apprentice lineman program. He reviewed maps showing various main breaks since the first of the year attributable to ground shifting with freezing/thawing conditions and resulting in loss of approximately 900,000 gallons of water.

General Manager Bryant praised Water Distribution crews for their tireless efforts in frigid temperatures repairing eight main breaks in the first four days of 2018.

Director of IT & Broadband Services Peterson apprised the Board of cyber security work being done by the IT department to mitigate vulnerabilities for computer processors such as the recently publicized Meltdown and Spectre.

Customer Relations Manager Milliken updated the Board on the growth of social media following and how that is being used as a communication tool for customers. A newsletter is also being prepared that will be sent to all customers.

Director of Business & Economic Development Howard reported that a meeting with large industry is being scheduled in which we will introduce our team, talk about our high rate of reliability and how we can help them. She also noted involvement on a

regional level with Synchonist, an advanced business retention tool, which will include visits with industries with assistance in assessing their needs.

BOARD MEMBER COMMENTS:

City Council Liaison Collier updated the Board on upcoming events with the City, also communicating thanks to Director of Water Services Choate for his team's handling of main breaks.

Board members echoed their appreciation for crews in their handling of main breaks and outages, and thanking City Council Liaison Collier for his services.

At 6:31 p.m. the meeting adjourned.

_____

President – Ron Ross

_____

Secretary – Neel Baucom

AGENDAS STANDING COMMITTEES

City of Carthage

NOTICE OF MEETING

Public Safety Committee – Agenda

Monday –January 15, 2018
5:30 p.m.
Carthage Police Department
310 W 4th Street, Carthage MO 64836

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

NEW BUSINESS.

1. Consider and discuss acceptance of $9,000.00 from anonymous donor to the Police Department
2. Consider and discuss Fire Department residency requirements for current/future employees.
3. **Staff Reports.**
   a) Police Department
   b) Fire Department

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: _____

BY:_____

City of Carthage

NOTICE OF MEETING

Public Safety Committee – Agenda

Monday –January 15, 2018

5:30 p.m.

Carthage Police Department

310 W 4th Street, Carthage MO 64836

TENTATIVE AGENDA

MEETING WAS CANCELED DUE TO WEATHER

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

NEW BUSINESS.

1. Consider and discuss acceptance of $9,000.00 from anonymous donor to the Police Department
2. Consider and discuss Fire Department residency requirements for current/future employees.
3. **Staff Reports.**
   a) Police Department
   b) Fire Department

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: _____

BY:_____

City of Carthage

NOTICE OF MEETING

Public Safety Committee – Agenda

Monday –January 22, 2018
5:30 p.m.
Carthage Police Department
310 W 4th Street, Carthage MO 64836

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

NEW BUSINESS.

1. Consider and discuss acceptance of $9,000.00 from anonymous donor to the Police Department
2. Consider and discuss Fire Department residency requirements for current/future employees.
3. **Staff Reports.**
   a) Police Department
   b) Fire Department

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: _____

BY:_____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
January 23, 2018
4:45 PM
Carthage City Hall
Agenda

Old Business

1. Consideration and Approval of Minutes from Previous Meeting
2. Review and Approval of the Claims Report

Citizens Participation
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

New Business

1. Staff Reports

Adjournment

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.)

Posted _____

AGENDAS SPECIAL COMMITTEES AND BOARDS

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

Carthage: 417-358-0421
Joplin: 417-625-4350

Toll Free: 800-404-0421
Fax: 417+358-0483

COMMISSION AGENDA
JANUARY 9, 2018
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PLEDGE OF ALLEGIANCE
   PRAYER
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
   ◊ Surplus Scanners for Jasper County Clerk
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
   ◊ Discuss Opiod Manufacturer's Lawsuit
9. NEW BUSINESS
   ◊ Purchase of a Pickup Truck for the Jasper County Highway Department
   ◊ Award Bid for Recorder of Deeds for Digitizing Film
   ◊ Discuss Ballot Language for Renewal of ¼ cent Road and Bridge Sales Tax
10. PUBLIC HEARINGS

PUBLIC PARTICIPATION FROM AUDIENCE WHEN ADDRESSED YOU WILL BE ALLOWED THREE MINUTES TO SPEAK.

ELECTED OFFICIALS/CITIZENS WISHING TO BE HEARD UNDER ELECTED OFFICIALS/CITIZENS REQUEST MUST REQUEST TO SPEAK TO COMMISSION BY 4:00 P.M. ON THE FRIDAY PRIOR TO THE COMMISSION MEETING ON TUESDAY. CITIZENS SPEAKING TIME WILL BE LIMITED TO FIVE MINUTES.

THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED JANUARY 5, 2018 AT 4:00 P.M. (RSMO 610.020)

CARTHAGE TREE BOARD

WEDNESDAY, JANUARY 10, 2018
5:15 P.M.

CARTHAGE PARK DEPARTMENT
MUNICIPAL PARK

TENTATIVE AGENDA

1. Carthage resident Brian Stringer will be here to talk to the Tree Board about a new volunteer project he is working on in Carthage through America in bloom.org.
2. Consider and discuss Tree board elections.
3. Consider and discuss TRIM grant.
4. Consider and discuss Arbor Day.
5. Consider and discuss ordinances.
6. Old business.
7. New business.

ADJOURNMENT

PERSONS WITH DISABILITIESWHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

Posted:_____

By:_____

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

Carthage: 417-358-0421
Joplin: 417-625-4350

Toll Free: 800-404-0421
Fax: 417+358-0483

COMMISSION AGENDA
JANUARY 16, 2018
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PLEDGE OF ALLEGIANCE
   PRAYER
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
   ◊ Surplus Copy Machine for the Jasper County Health Department
   ◊ BWI-Bryan Stringer
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
   ◊ Proclamation Commemorating January 21-27, 2018 Jasper County School Choice Week
   ◊ Award Bid for BRO-B049(33) Bridge at County Road 110 and Jenkins Creek
10. PUBLIC HEARINGS

PUBLIC PARTICIPATION FROM AUDIENCE WHEN ADDRESSED YOU WILL BE ALLOWED THREE MINUTES TO SPEAK.

ELECTED OFFICIALS/CITIZENS WISHING TO BE HEARD UNDER ELECTED OFFICIALS/CITIZENS REQUEST MUST REQUEST TO SPEAK TO COMMISSION BY 4:00 P.M. ON THE FRIDAY PRIOR TO THE COMMISSION MEETING ON TUESDAY. CITIZENS SPEAKING TIME WILL BE LIMITED TO FIVE MINUTES.

THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED JANUARY 12, 2018 AT 4:00 P.M. (RSMO 610.020)

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

Carthage: 417-358-0421
Joplin: 417-625-4350

Toll Free: 800-404-0421
Fax: 417+358-0483

COMMISSION AGENDA
JANUARY 23, 2018
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PLEDGE OF ALLEGIANCE
   PRAYER
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
   ◊ Surplus Scanners from the Treasurer's Office
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
10. PUBLIC HEARINGS

PUBLIC PARTICIPATION FROM AUDIENCE WHEN ADDRESSED YOU WILL BE ALLOWED THREE MINUTES TO SPEAK.

ELECTED OFFICIALS/CITIZENS WISHING TO BE HEARD UNDER ELECTED OFFICIALS/CITIZENS REQUEST MUST REQUEST TO SPEAK TO COMMISSION BY 4:00 P.M. ON THE FRIDAY PRIOR TO THE COMMISSION MEETING ON TUESDAY. CITIZENS SPEAKING TIME WILL BE LIMITED TO FIVE MINUTES.

THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED JANUARY 19, 2018 AT 4:00 P.M. (RSMO 610.020)

CORRESPONDENCE

"Rosenberg's Rules of Order"

(Simple Rules of Parliamentary Procedure for the 21st Century)

Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules - "Robert's Rules of Order" - which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time, and for another purpose. If one is chairing or running a Parliament, then "Robert's Rules of Order" is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of, say, a 5-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of "Rosenberg's Rules of Order."

What follows is my version of the rules of parliamentary procedure, based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars: (1) Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings. (2) Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate. (3) Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process. (4) Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, and fully participate in the process.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the Chair of the body who is charged with applying the rules in the conduct of the meeting. The Chair should be well versed in those rules. The Chair, for all intents and purposes, makes the final ruling on the rules every time the Chair states an action. In fact, all decisions by the Chair are final unless overruled by the body itself.

Since the Chair runs the conduct of the meeting, it is usual courtesy for the Chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the Chair should not participate in the debate or discussion. To the contrary, the Chair as a member of the body has the full right to participate in the debate, discussion and decision-making of the body. What the Chair should do, however, is strive to be the last to speak at the discussion and debate stage, and the Chair should not make or second a motion unless the Chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. And each agenda item can be handled by the Chair in the following basic format:

First, the Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The Chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the Chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair should announce that public input has concluded (or the public hearing as the case may be is closed).

Fifth, the Chair should invite a motion. The Chair should announce the name of the member of the body who makes the motion.

Sixth, the Chair should determined if any member of the body wishes to second the motion. The Chair should announce the name of the member of the body who seconds the motion. (It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the Chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the Chair.)

Seventh, if the motion is made and seconded, the Chair should make sure everyone understands the motion. This is done in one of three ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the Chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the Chair takes a vote. Simply asking for the "ayes", and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise (or unless a super-majority is required as delineated later in these rules) then a simple majority determines whether the motion passes or is defeated.

Tenth, the Chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the Chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision-making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the Chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words: "I move . . . . " So, a typical motion might be: "I move that we give 10-day's notice in the future for all our meetings."

The Chair usually initiates the motion by either (1) Inviting the members of the body to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the body. "A motion would be in order that we give 10-day's notice in the future for all our meetings." (3) Making the motion. As noted, the Chair has every right as a member of the body to make a motion, but should normally do so only if the Chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a 5-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion which is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So that if a member makes what that member calls a "motion to amend", but the Chair determines that it is really a "substitute motion", then the Chair's designation governs.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to have a 5-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a 5-member committee to plan and put

on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Chair would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee by 5 members or 10 members). If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (5-member committee), or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the Chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a 2/3 vote of the body. Note: that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a 2/3 vote of the body. A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a 2/3 vote.

Majority and Super-Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a 7-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which, effectively, cuts off the ability of a minority of the body to take an action or discuss and item. These extraordinary motions require a 2/3 majority (a super-majority) to pass:

Motion to limit debate. Whether a member says "I move the previous question" or "I move the question" or "I call the question" or "I move to limit debate", it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a 2/3 vote to pass.

Motion to close nominations. When choosing officers of the body (like the Chair) nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a 2/3 vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled, or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a 2/3 vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a 2/3 vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate, perhaps disagreement and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to a re-opener if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and by a 2/3 majority, can allow a motion to reconsider to be made at another time.) Second, a motion to reconsider can only be made by certain members of the body. Accordingly, a motion to reconsider can only be made by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again. That would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak.

The Chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The Chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "point of privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "point of order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers that the agenda has not been followed, the Chair simply reminds the body to return to the agenda item properly before them. If the Chair fails to do so, the Chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.