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October 12, 2023

Dear Sirs:

We invite you to provide a bid that meets the enclosed specifications. Sealed bids will be received at the office of the General Manager, Board of Public Works, 75 East Morgan, Marshall, Missouri, until 3:00 p.m., December 12, 2023. Bids will be publicly opened and read aloud in the Board Conference Room at that time for: conduit, pull box and pedestal installation.

Background:

In 2020, Marshall Municipal Utilities (MMU) applied for and was awarded a USDA Reconnect Grant. The purpose of this money is to expand MMU's fiber optic Internet service to underserved areas throughout Saline County. The entire grant area covers roughly 450 miles of fiber installation in the county. MMU is breaking the grant area up into more manageable chunks and will be sending out bids approximately every 9-12 months. This bid will be for 4 separate areas and contracts.

This is a non-standard RUS bid document. All RUS standards for insurance, equal opportunity employment, civil rights, bonding, debarment, lobbying, etc. must be met. All RUS forms required are included with this bid and must be completed before submitting bid.

Scope:

This bid request is for the installation of conduit, pull boxes and pedestals (materials provided by MMU) for 4 areas, totaling approximately 600,000 feet of conduit. Each area will have its own detail section in this document with multiple maps showing general location of conduit to be installed and location of pull boxes and splice pedestals. Each detail section will also include wetlands as identified by the USDA. Maps with construction level detail will be provided to the winning bidder before construction. Areas included in this bid request include (all footages approximate):

1. Contract 2301 – 97,000' (18.5 miles) for areas East and Northeast of Marshall, including parts of Highway 240, Highway 41, Highway E, Magnolia, 230th and side roads, and parts of the town of Napton.
2. Contract 2302 – 189,000' (36 miles) for areas Southwest of Marshall, including parts of I-70 outer road, Highway YY, Highway EE, Drift Ave and side roads.
3. Contract 2303 – 189,000' (36 miles) for areas West and Northwest of Marshall, including parts of Highway 127 and Highway 20, Daybreak, Boxelder, Durango and side roads and parts of the towns of Malta Bend and Mt. Leonard.
4. Contract 2304 – 125,000' (24 miles) for areas Southeast of Marshall, including parts of Highway H, Highway E, Highway AA, Magnolia, Mallard, 195th and side roads and parts of the town of Napton.

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General Information:

Timing – Construction may begin as soon as all legal requirements are met. Our goal is to average at least 10 miles per month. For purposes of the contract, the completion date for each area shall be 6 months from the date of each fully executed contract. If the same bidder is awarded all 4 contracts, all 4 areas are expected to be complete within 16 months. Exceptions will be made if lead times for MMU supplied materials cause delays. If a single contractor is awarded multiple bids, they may choose the order.

Scope - MMU may offer short sections of additional construction adjacent to areas in these contracts if priorities change. The prices will be the same as the adjacent contract area. These additional areas are completely optional for the contractor.

Easements – The majority of conduit will be installed on public road right-of-way. However, there may be a few sections of private roads that will require MMU to obtain easements. In addition, some county roads may have different restrictions that may cause some issues. If MMU has difficulty obtaining easements, those short sections may be delayed or even possibly removed from the project.

Conduit – MMU will supply 1-inch SDR 13.5 HDPE roll duct, generally on 72-inch diameter reels. Reels of conduit will be stored at a locked MMU facility. Contractor will coordinate with MMU personnel to pick up conduit as needed.

Tracer wire – The conduit will come with a tracer wire built in. Efforts should be made to keep from damaging the tracer wire or its insulation. Tracer wires will be checked for continuity after installation. Any tracer wires found to be broken or damaged shall be repaired by the contractor. MMU will provide additional tracer wire if needed.

Pull tape – MMU is currently ordering conduit without pull tape, but some old inventory has pull tape already installed. If included and unless otherwise instructed, the pull tape needs to be tied off at one end or removed if neither end is at a vault or pedestal.

Pull Boxes - At locations marked on the maps, contractor will install grade level pull boxes. The pull boxes will be from the PenCell Plastics (Hubbell) PE 20-inch series or a substitute of similar size, and will be supplied by MMU. Approximate dimensions are 24" x 30" by 15" deep. A sheet with dimensions is attached in the appendices. Two inches of chat shall be installed and graded before installing the pull box. The box is to be level and at grade. The boxes should not protrude above ground enough to be damaged by mowers, so for sloped terrain, installation may need to be slightly below grade or angled. Conduit is to be stubbed up approximately halfway between the chat and the top of the box. Two feet of tracer wire should be left on each conduit past the end of the conduit. Unless otherwise instructed, pull tape shall be tied or taped off, if included.

Splice Pedestals - At locations marked on the maps, contractor will install pedestals. The pedestals will be Charles Industries model BDO 205-ET, BDO 205-ETS (10-inch pedestals), or BDO 6-EG (12-inch pedestal) or a substitute of similar size, and will be supplied by MMU, along with a mounting stake. A general information sheet from the manufacturer is attached in the appendices. The stake shall be driven to the depth recommended by the manufacturer and shall be plumb. At least two inches of chat shall be installed following the manufacturer's instructions. The depth of installation of the pedestal and the height of the conduit in the base shall be according to manufacturer recommendations. Three feet of tracer wire should be left on each conduit past the end of the conduit. Unless otherwise instructed, pull tape shall be tied or taped off. The manufacturer's documentation for the 10-inch pedestals can be found at:

http://www.charlesindustries.com/download/Fiber_Pedestal_in_PDF/LTCFO-BAS-X-801_pr9.pdf

Coupling – At locations where conduit needs to be coupled, MMU will provide couplers. The tracer wire is to be wire-nutted and taped to allow for future locating. The pull tape, where required, shall be tied together in a continuous piece. This procedure should be followed for reasons including switching from plowing to boring, or for changing conduit reels, and when a 90-degree turn needs to be made but is not indicated on the maps. Conduit reels with less than 150 feet remaining should not be used for long straight runs that would require a coupling.

Depth – For MMU purposes, the depth of cover should be at least 24 inches. However, the right-of-way owner may have more severe restrictions. In these cases, the requirements of the right-of-way owner must be met. In addition, in cases where farmers have usurped some of the right-of-way, the depth should be increased to avoid potential damage by farm equipment. In areas of extreme rockiness, where right-of-way requirements allow and where possible, MMU will work with the bidder to find a suitable depth.

Wetlands – In order to avoid disturbing wetlands, per USDA requirements, any conduit in wetlands must not be trenched or open cut. If there are any locations where this is not possible, they should be noted on the returned proposal.

Endangered Species - Several species of endangered bats have been identified as being potentially affected by this project. As a result, tree removal should be avoided.

Installation method – Except in areas where trenching is prohibited, the contractor can plow, bore, or use other methods to install the conduit, subject to the requirements of the right-of-way owners. Any disturbances must be repaired to the satisfaction of the right-of-way owner.

Deviation from Plans – In general, MMU is willing to work with the contractor on necessary deviation from original plans for valid reasons, such as changing which side of the road due to congestion of existing utilities or wetlands, as long as MMU is consulted in advance and the deviations don't add excessive additional splicing or pull boxes.

Inspection/Acceptance – MMU personnel will typically visit the construction sites on a regular basis to answer questions and verify construction is proceeding according to specifications. MMU may test pull string and tracer wire continuity on occasion. After construction of an area is complete, bidder will notify MMU and MMU will perform an initial visual inspection. After such notification, MMU will have 4 weeks to attempt to pull fiber into the conduit. If MMU cannot successfully pull fiber, and it is determined the conduit installation is the cause, the bidder will take such measures as are necessary to remedy defects. If MMU successfully pulls fiber or does not attempt to pull fiber within 4 weeks, and there are no known visible defects, the conduit installation will be accepted. In order to keep up with the project schedule, MMU may begin pulling fiber as soon as shorter sections are complete and not wait for the entire area to be finished.

Permits – MMU will obtain necessary Highway and Railroad permits as needed. Contractor will need to sign the permit applications. This project is outside Marshall city limits and will not require a Marshall city permit. The contracts include a very short sections inside Malta Bend, Napton, and Mt. Leonard city limits, which may require a permit.

Fuel Costs – Due to unpredictable diesel prices, bidders may, at their option, add a clause in their bid response to adjust their bid for the conduit based on diesel prices. The base bids should be on the blanks provided on the bid response sheet. On the blank lines below the bid, bidders may include fuel surcharge details in the following format: "At \$X.xx and for every \$0.xx above that, the bid will be adjusted by XX%." For example, "At \$5.50 and for every \$1.00 above that, the bid will increase by 1%." The price will be set on the date work

commences on each contract and will not change for the duration of each contract. The price will be the average diesel price of 3 pre-selected Marshall area gas stations.

All equipment, materials, and workmanship must be in accordance with the drawings and specifications on file with the General Manager, Board of Public Works, Marshall, Missouri.

Copies of the contract documents (Invitation to Bid, Instructions to Bidders, Bid Form, Agreement Form, Construction Performance Bond and Construction Payment Bond Forms, General Conditions, Supplementary Conditions, Detailed Specifications and Drawings) desired for bidding purposes may be obtained from the office of the General Manager. Contract documents, including maps with and without wetlands depicted and a kml format drawing will also be available on our website at www.mmumo.net/grantstatus.php under the Bid Documents link. A current planholder list may be obtained from the office of the General Manager in person, by fax, or by mail when a stamped, self-addressed envelope is provided.

A certified check on a solvent bank or a bid bond by a satisfactory surety in an amount equal to 5% of the total amount of the bid must accompany each proposal as bid security.

No Bidder may withdraw his bid for a period of 60 days after the date of opening of bids. Minimum wage rates for this contract are subject to the prevailing wage rates as determined by the Industrial Commission of Missouri. The wage rates are set forth in the contract documents and are to be considered as a part of this Invitation to Bid.

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

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

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.

The contractor will forfeit a penalty to the contracting public body of \$2,500 plus an additional \$100 for each employee employed by the contractor or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo).

WE REQUIRE THAT YOUR PRICE BE OFFERED ON THE FORMS PROVIDED so that an accurate comparative evaluation can be made.

The Board of Public Works has budgeted funds for the equipment to be dispensed within a reasonable time after acceptance of the bid.

THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. THE OWNER FURTHER RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES IN ANY OR ALL BIDS AND RESERVES THE RIGHT TO DETERMINE WHICH IS THE MOST RESPONSIVE, RESPONSIBLE BIDDER AND TO REJECT OR APPROVE THE BID.

**MARSHALL MUNICIPAL UTILITIES
GENERAL CONDITIONS**

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ARTICLE 1 - Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding documents or the Contract Documents.

Agreement - The written agreement between Owner and Contractor covering the work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document signed by Contractor and Owner which authorizes an addition, deletion or revision in the work, or an adjustment in the Contract price or the Contract time, issued on or after the effective date of the Agreement.

Contract - A legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

Effective Date of Agreement - The date indicated in the Agreement on which it becomes effective shall be the date of Owner's acceptance of the Contractor's proposal and award of contract.

Legal Addresses - The business addresses of Contractor given in the Bid Form and Contractor's office in the vicinity of the Work are hereby designated as the place to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing hereinafter is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. All notices, letters, and other communication directed to Owner shall be addressed and delivered to Marshall Municipal Utilities, 75 E. Morgan, Marshall Missouri 65340. Either party may change his address at any time by an instrument in writing delivered to the other party.

May - A certain feature, component, or action is permissible but not required.

Must - A certain feature, component, or action is mandatory.

Owner - City of Marshall, Missouri, through its Board of Public Works, d.b.a. Marshall Municipal Utilities (MMU).

Shall - Same meaning as the word *must*.

Should - A certain feature, component, and/or action is desirable but not mandatory.

Subcontractor - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the work at the premises.

ARTICLE 2 - Preliminary Matters

Delivery of Bonds:

2.1 When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with paragraph 5.1.

Before Starting Construction:

2.2 Before undertaking each part of the work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any work affected thereby. However, Contractor shall not be liable to Owner for failure to report any conflict, error, or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

2.3 Before any work at the premises is started, Contractor shall deliver to Owner certificates of insurance which Contractor is required to purchase and maintain in accordance with paragraph 5.3.

2.4 Prior to the issuance of Notice to Proceed and before Contractor starts the work at the premises, a conference attended by Contractor and others as appropriate may be held to discuss procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the work.

2.5 This contract will not be binding on either party until administrative approval by RUS has been granted.

ARTICLE 3 - Contract Documents: Intent, Amending, Reuse

Intent:

3.1 The Contract Documents comprise the entire agreement between Owner and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Missouri.

3.2 If, during the performance of the work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to Owner in writing at once and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from Owner. However, Contractor shall not be liable to Owner for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.3 The contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof in a Change Order (pursuant to paragraph 8.2).

3.4 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized by a Field Order, or Owner's written interpretation or clarification.

ARTICLE 4 – Availability of Lands; Physical Conditions; Reference Points

Availability of Lands:

4.1 Owner shall furnish, as indicated in the Contract Documents, information indicating rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions – Underground Facilities:

4.2 *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the premises is based on information and data furnished to Owner by the owners of such underground facilities or by others.

4.2.1 Owner shall not be responsible for the accuracy of completeness of any such information or data.

4.2.2 Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof as provided in paragraph 6.12 and for the repair of any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the contract price.

ARTICLE 5 – Bonds and Insurance

Performance and Other Bonds:

5.1 Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents. Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri.

5.2 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Missouri or it ceases to meet the requirements of paragraph 5.1, Contractor shall within five days thereafter substitute another bond and surety, both of which must be acceptable to Owner.

Contractor's Liability Insurance:

5.3 Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable.

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by Marshall Municipal Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of Marshall Municipal Utilities against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by Marshall Municipal Utilities. Regardless of such approval, it shall be the responsibility of the Contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with Marshall Municipal Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Marshall Municipal Utilities
75 East Morgan Street
Marshall, MO 65340

The minimum coverages for the insurance referred to herein shall be in accordance with the requirements established below:

- (A) Workers' Compensation: Statutory
- Employer's Liability: Unlimited
- (as per R.S.Mo.287.010 et seq)

- (B) Liability Insurance, Including Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse and Underground Property Damage; Such Coverage Shall Apply to Bodily Injury and Property Damage With a Combined Single Limit of: \$1,000,000

(C) Automobile Liability Insurance Covering Bodily Injury and Property
Damage for Owned, Non-owned and Hired Vehicles With a Combined
Single Limit of: \$1,000,000

The insurance required hereby shall be no less than required by the Supplementary Conditions.

Contractor shall require any and all subcontractors with whom he enters into a contract to perform Work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of Marshall Municipal Utilities, provide evidence of such insurance.

Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold Marshall Municipal Utilities harmless therefrom

Waiver of Rights:

5.4 Owner and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.3 and any other property insurance applicable to the work, and also waive all such rights against the Subcontractors. As required by paragraph 6.6, each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, and all other parties named as insureds.

ARTICLE 6 - Contractor's Responsibilities

Supervision and Superintendence:

6.1 Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

Labor, Materials and Equipment:

6.2 Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the premises.

6.3 Contractor shall furnish, other than material provided by MMU as specified, and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the work.

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Concerning Subcontractors, Suppliers and Others:

6.4 Contractor shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the work against whom Contractor has reasonable objection.

6.4.1 The Contractor shall perform directly, and without subcontracting, not less than fifty percent (50%) of the labor required for the construction of the project, to be calculated based on that portion of the contract price constituting total labor costs of the project. The Contractor shall not assign this Contract or any interest in any funds that may be due or become due hereunder or enter into any Contract with any person, firm, or corporation for the performance of the Contractor's obligations hereunder or any part thereof, without the approval in writing of the Owner and the Administrator and of the surety or sureties on any bond furnished by the Contractor for the faithful performance of the Contractor's obligations hereunder or any part thereof, without the approval in writing of the Owner and the Administrator and of the surety or sureties on any bond furnished by the Contractor for the faithful performance of the Contractor's obligations here under. If the Contractor, with the consent of the Owner, the Administrator, and any surety or sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the

Contractor shall be as fully responsible to the Owner for the acts and fully responsible to the Owner for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

6.5 Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner and any such Subcontractor, Supplier or other person or organization.

6.6 All work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and contains waiver provisions as required by paragraph 5.3.

6.7 Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

Taxes:

6.8 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the work.

6.8.1 Purchases of tangible personal property and materials to be incorporated into or consumed in the construction of this project are to be made on a tax-exempt basis, section 144.062, RSMo (1994). The Owner shall furnish to the contractor, upon request, an exemption certificate authorizing such purchases.

The project exemption certificate shall include but to be limited to:

- (1) The exempt entity's name, address, Missouri tax identification number and signature of authorized representative;
- (2) The project location, description, and unique identification number;
- (3) The date the contract is entered into, which is the earliest date materials may be purchased for the project on a tax-exempt basis;
- (4) The estimated project completion date; and
- (5) The certificate expiration date.

Such certificate is renewable for this project at the option of the Owner, only for the purpose of revising the certificate expiration date as necessary to complete the project.

6.8.2 The contractor shall furnish the certificate prescribed above to all subcontractors, and any contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing contractor invoices bearing the name of the exempt entity and the project identification number. The purchase of any construction machinery, equipment or tools used in this project is not tax exempt. All invoices for all personal property and materials purchased under the project exemption certificate shall be retained by the purchasing contractor a period of five (5) years and shall be subject to audit by the director of revenue.

6.8.3 Any excess resalable tangible personal property or materials which were purchased for this project by the contractor under the project exemption certificate but which were not incorporated into or consumed in the construction of the project shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by the contractor not later than the due date of the contractor's Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.

6.8.4 No contractor or material supplier shall, upon audit, be required to pay tax on tangible personal property and materials incorporated into or consumed in the construction of the project due to the failure of the exempt entity to revise the certificate expiration date as necessary to complete any work required by the contract. If it is determined that tax is owed on such property and materials due to the failure of the exempt entity to revise such certificate expiration date, the exempt entity shall be liable for the tax owed.

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6.9 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project premises and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or areas contiguous thereto, resulting from the performance of the work. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner to the extent based on a claim arising out of Contractor's performance of the work.

6.10 During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the premises clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Record Documents:

6.11 Contractor shall maintain in a safe place at the premises one record copy of all drawings, specifications, addenda, written amendments, change order, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings will be available to Owner for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to Owner.

Safety and Protection:

6.12 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

6.12.1 all employees on the work and other persons and organizations who may be affected thereby;

6.12.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the premises; and

6.12.3 other property at the premises or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement during construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

6.13 Contractor shall designate a responsible representative at the premises whose duty shall be the prevention of accidents.

6.13.1 Contractor shall supply and require the use of personal protection equipment as necessary.

6.13.2 Contractor must furnish Owner with appropriate hazard information on all chemicals brought on premises, including labels and material safety data sheets.

6.13.3 Contractor shall furnish Owner with a copy of the Contractor's safety and health program and Workers' Compensation experience modification rate. This shall be submitted with the Contractor's bid.

6.14 If during the course of work, the Contractor observes the existence of artifacts or endangered species habitat, the Contractor shall immediately stop further work in the area and notify the Owner of the condition. The Owner will determine a further course of action.

Emergencies:

6.15 In emergencies affecting the safety or protection of persons or the work or property at the premises or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury, or loss.

Indemnification:

6.16 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

ARTICLE 7 - Other Work

Related Work at Premises:

7.1 Owner may perform other work related to the project at the premises by Owner's own forces, have other work performed by utility owners or let other direct contracts therefore.

7.2 Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (for Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the premises and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. Contractor shall do all cutting, fitting, and patching of the work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

7.3 If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or Owner, Contractor shall inspect and promptly report to Owner in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

Rejecting Defective Work:

7.4 Owner will have authority to disapprove or reject work which Owner believes to be *defective*, and will also have authority to require special inspection or testing of the work, whether the work is fabricated, installed, or completed.

ARTICLE 8 - Changes in the Work

8.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents.

8.2 Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering changes in the work which are ordered by Owner pursuant to paragraph 8.1; acceptance of defective work under paragraph 11.9 or correcting defective work under paragraph 11.10; and changes in the Contract Price or Contract time which are agreed to by the parties.

ARTICLE 9 - Change of Contract Price

9.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

9.2 The Contract Price may only be changed by a Change Order (amounts \$5,000 over total contract price) or by a Written Amendment (amounts \$5,000 under total contract price). Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than thirty [30] days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event.

9.3 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

9.3.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

9.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit).

ARTICLE 10 - Change of Contract Time

10.1 The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefore no later than thirty (30) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Such delays shall include, but not limited to, acts or neglect by Owner or others performing additional work as contemplated by Article 7 or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

10.2 Liquidated Damages - Owner and contractor recognize that time is of the essence of this agreement and that owner will suffer financial loss if the work is not completed within one year from the date contract was fully executed, plus any extensions thereof allowed in accordance with Article 10 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by owner if the work is not completed on time. Accordingly, instead of requiring any such proof, owner and contractor agree that as liquidated damages for delay (but not as a penalty) contractor shall pay owner One Hundred Dollars (\$100.00) for each day that expires after one year from the date contract was fully executed.

ARTICLE 11 - Warranty and Guarantee: Tests and Inspections: Correction, Removal or Acceptance of Defective Work

Warranty and Guarantee:

11.1 Contractor warrants and guarantees that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 11.

Access to Work:

11.2 Owner and Owner's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

Tests and Inspections:

11.3 Contractor shall give Owner timely notice of readiness of the work for all required inspections, tests, or approvals.

11.4 If Laws or Regulations of any public body having jurisdiction require any work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Owner the required certificates of inspection, testing, or approval.

11.5 If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of Contractor's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

Owner May Stop the Work:

11.6 If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the Contract Documents, Owner may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

Correction or Removal of Defective Work:

11.7 If required by Owner, Contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Owner, remove it from the premises and replace it with nondefective work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

Correction Period:

11.8 If within four (4) weeks after the date of Substantial Completion or such longer period as may be prescribed by any specific provision of the contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner, remove it from the premises and replace it with nondefective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so, provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

11.9 If, instead of requiring correction or removal and replacement of defective work, Owner prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to Owner's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such final payment, an appropriate amount will be paid by Contractor to Owner.

Owner May Correct Defective Work:

11.10 If Contractor fails within a reasonable time after written notice of Owner to correct defective work or to remove and replace rejected work as required by Owner in accordance with paragraph 11.7, or if Contractor fails to perform the work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the premises and incorporate in the work all materials and equipment stored at the premises or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents, and employees such access to the premises as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and

Owner shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective work.

Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 12 - Payments to Contractor and Completion

Schedule of Values:

12.1 The schedule of values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of areas completed.

Progress Payment:

12.2 At least twenty (20) days before each progress payment is scheduled (but not more often than once a month), Contractor shall submit an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the premises or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner. Payments for such materials and equipment shall be based only upon the actual cost of materials and equipment to the Contractor and shall not include any overhead or profit to Contractor.

12.3 Owner shall make progress payments on account of the contract price on the basis of Contractor's applications for payment. Such payments shall be made once per month on the day following meetings of the City Council which are normally on the first and third Monday of the month. All progress payments will be on the basis of the progress of the work measured by the schedule of values of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

12.4 Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold.

12.4.1 90% of work completed. If work has been 50% completed as determined by Owner, and if the character and progress of the work have been satisfactory to Owner, Owner may determine that as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed in which case the remaining progress payments prior to substantial completion will be in an amount equal to 100% of the work completed.

12.4.2 90% of materials and equipment not incorporated in the work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 12.2 of the General Conditions).

Final Application for Payment:

12.5 After Contractor has completed all such corrections to the satisfaction of Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.11) and other documents—all as required by the Contract Documents, and final inspection is complete the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all liens arising out of or filed in connection with the work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full: an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

Final Payment:

12.6 Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by State Law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Owner's claims against the Contractor or its sureties under this contract or applicable performance and payment bonds. Upon satisfactory completion and acceptance of the work, Owner shall pay the remainder of the contract price.

Interest:

12.7 All moneys not paid when due as provided in Article 12 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

Prompt Payment Requirement:

12.8 Payments by the Board of Public Works to the Contractor and by the Contractor and all tiers of Subcontractors to all of their Subcontractors and material suppliers shall be subject to all of the provisions of section 34.055.1, RSMo (1994), which is incorporated herein by reference. Contractor shall require that this term be incorporated into all tiers of subcontracts. In the event of a conflict between the terms of section 34.055, RSMo (1994) and other provisions of this contract, section 34.055, RSMo (1994) shall control.

Contractor’s Warranty of Title:

12.9 Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all liens.

Final Inspection:

12.10 Upon written notice from Contractor that the entire work or an agreed portion thereof is complete, Owner will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

12.11 After construction has been completed per the P&S, and acceptance tests have been made, MMU shall arrange the time for a final inspection to be conducted by the MMU’s engineer, the contractor, and the GFR. The steps for closeout of the contract are included in the following table.

Step-by-Step Procedure for Closeout of MMU Bid #04-23-BBIT			
Sequence		By	Procedure
Step	When		
1	Upon Completion of Construction	MMU Engineer	Prepares the following: a set of detail maps which show the work done under MMU Bid #04-23-BBIT; a Tabulation of Staking Sheet; and a tentative Final Inventory, RUS Forms 724 and 724a.
2	After acceptance tests are made	MMU Engineer	Forwards letter to the GFR stating that the project is ready for final inspection. Schedules Inspection date.
3	Upon receipt of letter from MMU Engineer	GFR	Advises MMU whether attending the final inspection will be possible.
4	By Inspection Date	MMU Engineer	Obtains and makes available the following documents: a set of “as constructed” detail maps; a list of construction change orders; the final staking sheets; the tabulation staking sheets; the treated forest products inspection reports or certificates of compliance; the tentative final inventory, RUS forms 724 and 724a; the tentative tabulation and a report of results of acceptance tests.
5	During Inspection	MMU Engineer	Issues instructions to contractor covering corrections to be made in construction as a result of inspection.
6	During Inspection	Contractor	Corrects construction on basis of instructions from MMU’s Engineer. The corrections should proceed closely behind the inspection in order that MMU’s engineer can check the corrections before leaving the system.
7	During Inspection	MMU Engineer	Inspects and approve corrected construction. Marks inspected areas on the key map, if available, otherwise on the detail maps.

Once all the acceptance tests and inspections have been completed and all deficiencies have been corrected, MMU with assistance from its Engineer, shall complete the documents listed in the following table to close out MMU Bid #04-23-BBIT.

Documents Required to Closeout MMU Bid #04-23-BBIT						
RUS Form	Description	Copies Prepared by		Distribution		
		Contractor	Engineer	MMU	Contractor	RUS
724	Final Inventory--Certificate of Completion	---	2	1	1	---
724a	Final Inventory--Assembly Units	---	2	1	1	---
None	Contractor's Bond Extension (send to RUS when required)	3	---	---	---	3
281	Tabulation of Materials Furnished by Borrower	2	---	1	1	
213	Certificate (Buy American)	1	---	1	---	---
---	Listing of Construction Change Orders	---	1	1	---	---
224	Waiver and Release of Lien (from each supplier)	1	---	1	---	---
231	Certificate of Contractor	1	---	1	---	---
527	Final Statement of Construction	---	2	1	1	---
---	Reports on Results of Acceptance Tests	---	1	1	1	---
---	Set of Final Staking Sheets	---	1	1	---	---
---	Tabulation of Staking Sheets	---	1	1	---	---
---	Correction Summary (legible copy)	---	1	1	---	---
---	Treated Forest Products Inspection Reports or Certificates of Compliance (prepared by inspection company or supplier).	---	---	1	---	---
---	Final Key Map (when applicable)	---	1	1	---	---
---	Final Central Office Area and Town Maps	---	1	1	---	---

MMU shall submit a *Contract Closeout Certification* to RUS within 30 days. If the contract included owner furnished materials, RUS Forms 281, 724 and 724a shall also be submitted with RUS form 756. RUS shall notify MMU and the contractor, in writing upon approval of the RUS Form 756. Thereafter, MMU shall make the final payment to the contractor in accordance with the terms and conditions of the contract.

Contractor's Continuing Obligations:

12.12 Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither any payment by Owner to Contractor under the Contract Documents, nor any use of occupancy of the work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so nor any correction of defective work by Owner will constitute an acceptance of work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents.

ARTICLE 13 - Suspension of Work and Termination

Owner May Suspend Work:

13.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which will fix the date on which work will be resumed. Contractor shall resume the work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes

Owner May Terminate:

13.2 Upon the occurrence of any one or more of the following events:

13.2.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

13.2.2 If Contractor makes a general assignment for the benefit of creditors;

13.2.3 If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

13.2.4 If Contractor admits in writing an inability to pay its debts generally as they become due;

13.2.5 If Contractor persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established, as revised from time to time);

13.2.6 If Contractor disregards Laws or Regulations of any public body having jurisdiction; or

13.2.7 If Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

Owner may, after giving Contractor (and the surety, if there be one) seven (7) days' written notice and to the extent permitted by laws and Regulations, terminate the services of Contractor. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract Price exceeds the direct, indirect, and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. But when exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the work performed.

13.3 Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

13.4 Upon seven (7) days' written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Agreement. In such case, Contractor shall be paid for all work executed and any expense sustained plus reasonable

termination expenses, which include, but not be limited to, direct, indirect, and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

ARTICLE 14 - Miscellaneous

Giving Notice:

14.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

14.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

14.2.1 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

Right of Entry:

14.3 The Contractor shall provide the right of entry upon the job premises to representatives of the Owner so they may have access to the work whenever it is in preparation or progress. Proper facilities shall be provided for access and inspection.

State Taxes for Out-of-State Employers:

14.4 Any transient employer, as defined in chapter 285, RSMo (1994), failing to conclusively show at any time that he has complied with the provisions of section 285.230, RSMo (1994) relating to the filing of a financial assurance instrument, shall, before beginning performance on any contract made with a political subdivision, deposit with that political subdivision an amount equal to twenty percent (20%) of labor costs as specified in such contract which will be held in escrow by the political subdivision and payable only to the Department of Revenue, the Division of Employment Security or the Division of Workers' Compensation after the actual amount of tax liability is determined. In the event that labor costs are not separately stated in the contract, the amount to be held in escrow shall be ten percent (10%) of the contract amount. Any amount remaining in the escrow fund after payments are made shall be refunded to the Contractor. Failure of a political subdivision to properly escrow funds required under this section will make it ineligible to receive state funds for public works projects for a period of one (1) year from the date the infraction is discovered. In addition to any other penalty, interest, or remedy imposed by this section, any transient employer that fails to post a financial assurance instrument or escrow funds as provided for in this section shall be subject to a writ of attachment as provided for in chapter 521, RSMo (1994), or any other injunctive relief provided for by law.

Domestic Product Procurement Act (Buy American):

14.5 In accordance with section 34.350-34.359, RSMo (1994) (Domestic Product Procurement Act) and City resolution adopted August 8, 1987, the Contractor shall use American products in the performance of the contract whenever the quality and price are comparable with other goods. In addition to the Domestic Product Procurement Act, the Contractor shall also meet the “Buy American” Provision of the Rural Electrification Act of 1936. Contractor shall provide any suppliers of materials and goods with RUS form 213 Certificate to certify this requirement has been met.

14.6 Before final payment is made, the Contractor shall file with Marshall Municipal Utilities an affidavit that the Contractor has complied with the Domestic Product Procurement requirements. No payment shall be made until this affidavit has been filed in proper form and order.

Wage Rates - State:

14.7 This contract shall be based upon the required payment by the Contractor of not less than the prevailing hourly rate of wages for each craft or type of workman required to execute the contract as determined by the Department of Labor and Industrial Relations of Missouri. The Contractor shall comply in all respects with the Prevailing Wage Law, sections 290.210-290.340, RSMo (1994). The Contractor and each Subcontractor shall keep an accurate record showing the names and occupations of all workmen employed by him, the number of hours worked, together with the actual wages paid to each workman, which shall be open to inspection at all reasonable hours by the representative of the Department of Labor and Industrial Relations of Missouri. These records shall be maintained for one year after the final acceptance of the work. The Contractor shall forfeit as penalty to the Owner ten dollars (\$10) for each workman employed, for each calendar day or portion thereof that such workman is paid less than the stipulated rates for any work done under this contract by him or by a Subcontractor under him. When making payments to the Contractor becoming due under said contract, the Owner shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of sections 290.210-290.340, RSMo (1994). The Contractor may withhold from any Subcontractor under him sufficient sums to cover any penalties withheld from him by the Owner on account of said Subcontractor’s failure to comply with the terms of sections 290.210-290.340, RSMo (1994). The Contractor is advised of the fact that the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law during the life of this contract, and such change shall not be the basis for any claim by the Contractor against the Owner nor will deduction be made by the Owner against sums due the Contractor by reason of any such change. A statement of General Prevailing Wage Rates by the Industrial Commission of Missouri for this contract is attached.

Labor Related Regulations:

14.8 Whenever unemployment in Missouri exceeds five percent (5%) during a two (2) consecutive calendar month period, the Contractor shall employ only Missouri laborers or laborers from nonrestrictive states on the project and every subcontract let by such Contractor shall contain a provision requiring that labor from Missouri or from nonrestrictive states be used. However, it is not required that Missouri laborers or laborers from nonrestrictive states be used if they are not available or if they are incapable of performing the particular type of work involved, provided there is a certification of such

facts by the Contractor and approved by MMU. Laborers from nonrestrictive states is defined as persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working non public works projects in that state, as determined by the Labor and Industrial Relations Commission. Also, this requirement for Missouri laborers from nonrestrictive states does not apply to regularly employed nonresident executive, supervisory or technical personnel of the Contractor. Further, these requirements do not apply whenever they are in conflict with any federal regulation. Sections 290.560 RSMo

14.9 Before final payment is made, the Contractor shall file with Marshall Municipal Utilities an affidavit that the Contractor has complied with the Prevailing Wage Law. No payment shall be made until this affidavit has been filed in proper form and order sections 290.290, 290.325, RSMo (1994).

INSTRUCTIONS TO BIDDERS

Defined Terms:

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Copies of Bidding Documents:

Complete sets of the Bidding Documents in the number and for the sum stated in the Invitation to Bid may be obtained from the office of the General Manager, 75 East Morgan, Marshall, MO 65340.

Complete sets of Bidding Documents must be used in preparing Bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Qualifications of Bidders:

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the contract.

Examination of Contract Documents and Site:

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify General Manager of all conflicts, errors or discrepancies in the Contract Documents.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, and subsurface) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract

Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Interpretations and Addenda:

All questions about the meaning or intent of the Contract Documents are to be directed to the Department Head. Interpretations or clarifications considered necessary by the General Manager and Department Head in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the General Manager as having received the Bidding documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

Bid Security:

Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified check or a Bid Bond, issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after Notice of Award, Owner may annul the Notice of Award and the Bid security of that bidder will be forfeited. The Bid security of other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

Contract Time:

The numbers of days within which the work is to be substantially completed and completed and ready for final payment are set forth in the Agreement.

Bid Form:

All blanks on the Bid Form must be completed in ink or by typewriter.

Bids by corporations must be executed in the corporate name by the president or a vice president (other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The address and telephone number for communications regarding the Bid must be shown.

Description of Bids:

The unit and lump sum price for each of the Bid items shall include all the cost of labor, miscellaneous materials, construction, and equipment required to install items/units bid on.

Submission of Bids:

Bids shall be submitted at the time and place indicated in the invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Bid Number and name and address of the Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Modification and Withdrawal of Bids:

Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Opening of Bids:

Bids will be opened and unless obviously nonresponsive read aloud publicly. A summary of the amounts of the Bids and suppliers will be made available to Bidders after the opening of Bids.

Bids to Remain Subject to Acceptance:

All bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

Award of Contract:

Owner reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time, and if the contract is to be awarded, it will be awarded to the lowest responsive, qualified responsible Bidder.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

Contract Security:

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

Signing of Agreement:

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by five unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign and deliver the five counterparts of the Agreement and attached documents to Owner with the required Bonds. Within 30 days thereafter, Owner shall deliver two fully signed counterparts to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

Retainage:

Provisions concerning retainage are set forth in the Agreement.

BID #04-23-BBIT

"In response to this request, I certify that I understand all of the above and attached specifications, that I have read them carefully, and that I will (deliver and furnish the equipment) (perform the work) for the sum or sums stated and listed in the specifications and within the time frame specified unless otherwise indicated in written form."

Name of Company

Address of Company

Date

Signature of Authorized
Representative of Company

Unit Price	X	Quantity	Total
<u>Contract 2301:</u>			
Conduit (<i>Installation Per Foot</i>): _____	X	97,000'	_____
Pedestals: _____	X	44	_____
Pull Boxes: _____	X	24	_____
<u>Contract 2302:</u>			
Conduit (<i>Installation Per Foot</i>): _____	X	189,000'	_____
Pedestals: _____	X	94	_____
Pull Boxes: _____	X	48	_____
<u>Contract 2303:</u>			
Conduit (<i>Installation Per Foot</i>): _____	X	189,000'	_____
Pedestals: _____	X	71	_____
Pull Boxes: _____	X	52	_____
<u>Contract 2304:</u>			
Conduit (<i>Installation Per Foot</i>): _____	X	125,000'	_____
Pedestals: _____	X	59	_____
Pull Boxes: _____	X	28	_____
GRAND TOTAL:			_____

Quoted price(s) will be good for 60 days.

For bidders utilizing a cost adjustment/surcharge based on fuel cost please provide details below.

When diesel prices reach \$ _____ and for every \$ _____ after that the bid will increase by _____%

Please seal and return these specifications complete with this form by **3:00 p.m., December 12, 2023**, to:

Board of Public Works
75 East Morgan
Marshall, Missouri 65340

Mark the envelope "**Bid #04-23-BBIT**". Bids received after the opening time will not be opened.

NOTE: Mail delivery to the address above is normally after 11:00 a.m. FAX or email bids are not accepted.

NOTICE TO BIDDERS/VENDORS

Regarding Sections 285.525 through 285.550, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Saline County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009, and pursuant to the State of Missouri's RSMO 292.675, contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with Sections 285.525 through 285.550 and 292.675 RSMO, the City of Marshall, Board of Public Works, requires the following bid and contract documents:

1. **Affidavit for Service Contracts over \$5,000 (US)** — Effective 1/1/2009, Company shall comply with the provisions of Section 285.525 through 285.550 RSMO. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - a. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
2. **Affidavit for any Public Works Project Contract** — Effective 8/28/09, Company shall comply with the provisions of Section 292.675 RSMO. Within 60 days of issuance of Notice to proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.
3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

The City of Marshall, Board of Public Works, encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm or by calling 888/464-4218.

If you have any questions, please contact MMU's Administrative Services Department at 660/886-6966.

**Affidavit of Compliance with Section 285.500, RSMO, et seq.
For All Agreements Providing Services in Excess of \$5,000
Effective January 1, 2009**

STATE OF _____)
) ss.
COUNT OF _____)

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

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

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

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

Signature

Print Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security – Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

**Affidavit of Compliance with Section 292.675 RSMO, Et Seq.
 For any Public Works Project Contract
 Effective August 28, 2009**

STATE OF _____)
) ss.
 COUNT OF _____)

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

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

The terms used in this affidavit shall have the meaning set forth in Section 292.675 RSMO, et seq.

 Signature

 Print Name

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

 Notary Public

My commission expires: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 101
SALINE 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 _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$25.15*
Boilermaker	\$25.15*
Bricklayer	\$25.15*
Carpenter	\$25.15*
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.15*
Plasterer	
Communications Technician	\$25.15*
Electrician (Inside Wireman)	\$25.15*
Electrician Outside Lineman	\$25.15*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.15*
Glazier	\$25.15*
Ironworker	\$25.15*
Laborer	\$25.15*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.15*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.15*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.15*
Plumber	\$74.11
Pipe Fitter	
Roofer	\$25.15*
Sheet Metal Worker	\$65.71
Sprinkler Fitter	\$25.15*
Truck Driver	\$25.15*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

**The Prevailing Hourly Rate Includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
SALINE County

Section 101

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.78
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.15*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.23
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.62
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.89
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

BID BOND

1. KNOW ALL PERSONS that we, _____
_____ as Principal, and
_____,
as Surety, are held and firmly bound unto _____
_____ (hereafter called the "Owner")
in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to
exceed _____ dollars (\$ _____), as
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our
executors, administrators, successors and assigns, jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service
project known as _____ .

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the
Principal, and

a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and
give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of
labor and material furnished for the project as may be specified in the bid, or

b. in the event of the failure of the Principal to execute such contract documents, if any, and give such
Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal
sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in
good faith contract with another party to construct the project, then this obligation shall be void, otherwise to
remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective
corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20_____ .

Principal (Seal)

ATTEST: By _____

Secretary Title

Surety (Seal)

ATTEST: By _____

Secretary Title

CONTRACTOR'S BOND

1. Know all persons that we, _____, as

Principal, and _____, as Surety,

are held and firmly bound unto _____
(hereinafter called the "Owner") and unto the United States of America (hereinafter called the "Government")
and unto all persons, firms and corporations who or which may furnish materials for or perform labor on a

Rural Utilities Service project known as _____

and to their successors and assigns, in the penal sum of _____

dollars (\$ _____), as hereinafter set forth and for the payment of which sum well
and truly to be made we bind ourselves, our executors, administrators, successors and assigns jointly and
severally by these presents. Said project is described in a certain construction contract (hereinafter called the

"Construction Contract") between the Owner and the Principal, dated _____, 20____,
pursuant and subject to a certain loan contract (hereinafter called the "Loan Contract") between the Owner
and the Government, acting through the Administrator of the Rural Utilities Service (hereinafter called the
"Administrator").

2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Construction Contract and any amendments thereto, whether such amendments are or additions, decreases, or changes in materials, their quantity, kind or price, labor costs, mileage, routing or any other purpose whatsoever, and whether such amendments are made with or without notice to the Surety, and shall fully indemnify and save harmless the Owner and the Government from all costs and damages which they, or either of them, shall suffer or incur by reason of any failure so to do, and shall fully reimburse and repay the Owner and the Government for all outlay and expense which they, or either of them shall incur in making good any such failure of performance on the part of the Principal, and shall promptly make payment to all persons working on or supplying labor or materials for use in the construction of the project contemplated in the Construction Contract and any amendments thereto, in respect of such labor or materials furnished and used therein, to the full extent thereof, and in respect of such labor or materials furnished but not so used, to the extent of the quantities estimated in the Construction Contract and any amendments thereto to be required for the construction of the project, and shall well and truly reimburse the Owner and the Government, as their respective interests may appear, for any excess in cost of construction of said project over the cost of such construction as provided in the Construction Contract and any amendments thereto, occasioned by any default of the Principal under the Construction Contract and any amendments thereto, then this obligation shall be null and void, but otherwise shall remain in full force and effect.
3. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended, provided only that the total amount of all increases in the cost of construction shall not exceed 20 percent of the amount of the maximum price set forth in the Construction Contract. The term "Amendment," wherever used in this bond, and whether referring to this bond, the Construction Contract or the Loan Contract shall include any alteration, addition, extension, modification, amendment, rescission, waiver, release or annulment, of any character whatsoever.
4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the Principal and the Owner in the terms, provisions, covenants and conditions of the Construction Contract, or in the terms, provisions, covenants and conditions of the Loan Contract (including, without limitation, the granting by the Administrator to the Owner of any extension of time for the performance of the obligations of

the Owner under the Loan Contract or the granting by the Administrator or the Owner to the Principal of any extension of time for the performance of the obligations of the Principal under the Construction Contract, or the failure or refusal of the Administrator or the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under either the Construction Contract or the Loan Contract, or the taking of any action, proceeding or step by the Administrator or the Owner, acting in good faith upon the belief that the same is permitted by the provisions of the Construction Contract or the Loan Contract) shall not in any way release the Principal and the Surety, or either of them or their respective executors, administrators, successors or assigns, from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

- This bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments thereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.

In witness whereof, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20 ____.

Principal (SEAL)

ATTEST:

By _____

Secretary

Surety (SEAL)

ATTEST:

By _____

Secretary

Address of Surety's Home Office

By _____
Resident Agent of Surety

Signatures The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership the Contractor's Bond must be signed in the partnership name by a partner. If the Contractor is a corporation the Contractor's Bond must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation. A typewritten copy of all such names and signatures shall be appended.

Power of Attorney: The Contractor's Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety and, in jurisdictions so requiring should be countersigned by a duly authorized resident agent of the Surety.

EQUAL OPPORTUNITY ADDENDUM
To Be Inserted in Construction Contracts and
Subcontracts, and Materials Contracts and Purchase Orders

PART I

The Contractor represents that:

It has does not have 100 or more employees, and if it has, that

It has has no furnished the Equal Employment Opportunity -- Employers Information Report EEO-1 Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor 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 Contractor 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 Contractor 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.

PART II

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor 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 to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for 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 Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest-rooms 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 Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the 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.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART III

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

color, religion, sex, or national origin. The Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The Contractor 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' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor 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 Contractor 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 Contractor's noncompliance with- the nondiscrimination clauses of this contract or with any of the said rules regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11,246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by 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 vendor. The Contractor 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 noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The term "Contractor" shall also mean "Bidder" or " Seller" in case of materials and equipment contracts and purchase orders, and "Subcontractor" in the case of subcontracts.

The provisions of this addendum are not applicable to any. contract or subcontract not exceeding \$10,000.

This addendum supersedes the similar representations and provisions which may be contained in the contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.

CONTRACTOR

By _____

TITLE

DATE

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Official

Signature

Date



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

WAIVER AND RELEASE OF LIEN

WHEREAS the undersigned, _____
NAME OF MANUFACTURER, MATERIAL SUPPLIER OR SUBCONTRACTOR

has furnished to _____ the following:
NAME OF CONTRACTOR

_____ for
KIND OF MATERIAL AND SERVICES FURNISHED

use in the construction of a project belonging to _____
NAME OF BORROWER

and designated the Rural Utilities Service as _____
RUS DESIGNATION

NOW, THEREFORE, the undersigned, _____
NAME OF MANUFACTURER, MATERIAL SUPPLIER, OR SUBCONTRACTOR

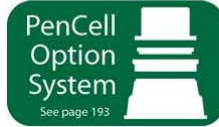
for and in consideration of \$ _____ and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor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

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

Name of Manufacturer, Material Supplier, or Subcontractor

By _____
President

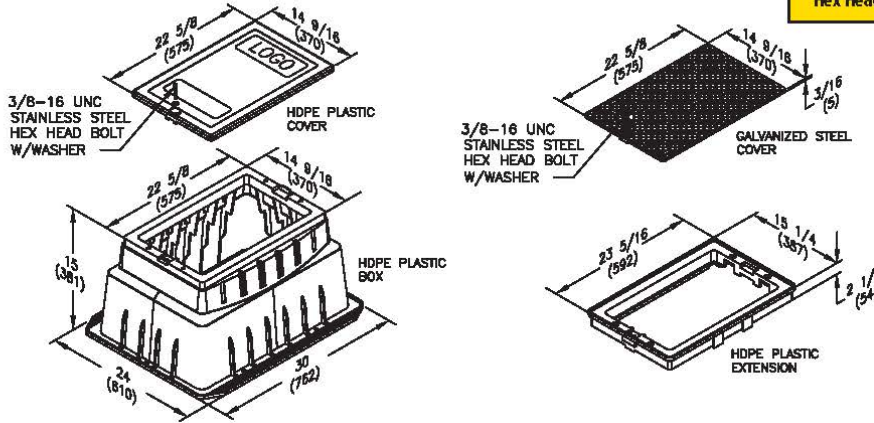
This Waiver and Release of Lien must be signed with the full name of the Manufacturer, Material Supplier, or Subcontractor. If the Manufacturer, Material Supplier, or Subcontractor is a partnership, this Waiver and Release of Lien must be signed in the partnership name by a partner. If the Manufacturer, Material Supplier, or Subcontractor is a corporation, this Waiver and Release of Lien must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.



Dimensions / Data

20" PenCell PE

Hex Head Bolts are Standard



Assemblies

DESCRIPTION	DEPTH	TIER	DESIGN / TEST LOAD	WEIGHT	PALLET QTY	OLD PART NO.	NEW PART NO.
Box & HDPE Cover	15"	N/A	N/A / 5,000	23	40	PE-20HDH	PE20HDH00***
W/ Penta Bolt/Crimp	15"	N/A	N/A / 5,000	23	40	PE-20HDXCL	PE20HDXCL***
Box & Steel Cover	15"	N/A	N/A / 10,000	34	32	PE-20-UH	PE20UPH00***
With Ground Lug	15"	N/A	N/A / 10,000	34	32	PE-20-UHG	PE20UPHGR***
Box & HDPE Cover	17"	N/A	N/A / 5,000	28	32	PE-20HDH-2	PE20H2H00***
With 2" Spacer Ext	17"	N/A	N/A / 10,000	39	24	PE-20-UH-2	PE20S2H00***

Covers

DESCRIPTION	TIER	DESIGN / TEST LOAD #	WEIGHT #	MATERIAL	OLD PART NO.	NEW PART NO.
HDPE	N/A	N/A / 5,000	6	HDPE	PE-20-PLH	PE20PLI23***
HDPE w/Penta Bolt	N/A	N/A / 5,000	6	HDPE	PE-20-PLX	PE20PLI15***
HDPE w/Penta Bolt/Crimp	N/A	N/A / 5,000	6	HDPE	PE-20-PLXCL	PE20PLI07***
Steel	N/A	N/A / 10,000	19	Steel	PE-20-SLH	PE20SLH00***

Replace *** with a logo code found on page 194.

Boxes

DESCRIPTION	DEPTH	TIER	DESIGN / TEST LOAD #	WEIGHT #	PALLET QTY	OLD PART NO.	NEW PART NO.
Green Open Bottom	15"	N/A	N/A / 5,000	15	40	PE-20-GS	PE20GS101
Green with Crimp Lck	15"	N/A	N/A / 5,000	15	40	PE-20-GSXCL	PE20GS103

Extension

DESCRIPTION	DEPTH	TIER	DESIGN / TEST LOAD #	WEIGHT #	PALLET QTY	OLD PART NO.	NEW PART NO.
2" Top Spacer	2"	N/A	N/A / 5,000	5	50	PE-20-2	PE20G2

PENCELL

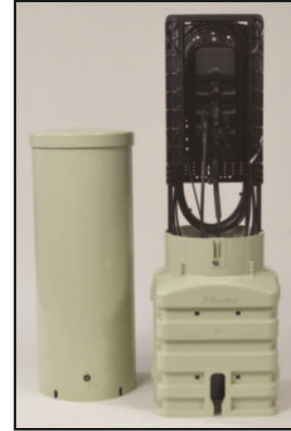


Pedlock® BDO-ET Series Fiber Pedestals

Buried distribution pedestals designed to house and protect sealed fiber terminal blocks

Pedlock BDO-ET Series Fiber Pedestals are designed as an affordable, above-grade alternative to housing and protecting sealed fiber terminal blocks. In FTTP applications, BDO-ET Pedestals offer many advantages over grade level boxes, including easier installation, greater accessibility, and more flexibility in placement.

BDO-ET Pedestals feature a non-metallic construction that offers superior OSP protection against floods, fire, dirt, insects and impact. Specially designed terminal mounting plates accept most major manufacturers' 4, 6, 8 and 12 port sealed fiber terminal blocks, with a version (BDO-ETS) that includes an integrated splice tray holder. An expanded-capacity split base is designed to easily install around conduit-fed cable bundles in new construction. BDO-ET pedestals are an ideal solution for rehabilitation of metallic enclosures.



Product Features

- Non-metallic PVC construction won't rust, corrode, chip or fade. Internal components are protected from floods, fires, and wind-blown dust and debris
- BDO-ET pedestal comes equipped with a terminal mounting plate to mount Corning®, Commscope®, AFL and other sealed fiber terminal blocks
- BDO-ETS version has a built-in fiber splice tray holder attached to the terminal mounting plate, facilitating loop-through splicing and repair*
- BDO-ETLP version has a low profile design (21" dome height, 8" shorter than standard BDO-ET)
- Terminal mounting plates extend beyond the face of the terminal block to mechanically protect terminal block and drop connectors
- Two-piece expanded-capacity "split" base makes it easy for technicians to place the pedestal over conduit-fed cable bundles, and are an ideal solution for rehabilitating metallic enclosures
- Lift-off dome provides 360° access to internal splicing area
- Dome attaches securely to the base using a self-locking 216-hex head bolt lock
- Made in the USA

Terminal Mounting Plate Options



BDO-ET

- Available in 8" and 10" diameters
- Terminal Mounting Plate



BDO-ETLP

- Available in 6" and 8" diameters
- Low Profile Dome
- Terminal Mounting Plate



BDO-ETS

- Available in 6", 8" and 10" diameters
- Terminal Mounting Plate with Built-In Splice Tray Holder*

BDO-ETS Capacities

BDO 3-ETS:

- 24 splices (1 tray w/24 fibers)
- 6 tube loose tube storage

BDO 4-ETS:

- 24 splices (1 tray w/24 fibers)
- 12 tube loose tube storage

BDO 205-ETS:

- 72 splices (3 trays w/24 fibers)
- 12 tube loose tube storage

*Splice Tray sold separately



Sealed Fiber Terminal Block Capacity Matrix

	4-Port Terminal Block				6-Port Terminal Block			
	Corning® 8.8x2.85x2.75	Commscope® (Tyco®) 9.4x3.4x2.8	Commscope® (ADC®) 10.8x3.95x2.86	AFL 12.4x4.9x3.0	Corning® 12x4x3	Commscope® (Tyco®) 12x3.4x2.8	Commscope® (ADC®) 16x3.95x2.86	AFL 12.4x4.9x3.0
	Long or Connectorized Feed Cable				Long or Connectorized Feed Cable			
BDO 3-ETLP	1	1	1	1	1	1	0	1
BDO 4-ETLP	2	1	1	1	1	1	0	1
BDO 4-ET	2	1	1	1	1	1	1	1
BDO 205-ET	2	2	2	1	1	2	2	1
	Splice Capable ^{1,2}				Splice Capable ^{1,2}			
BDO 3-ETS	1	1	0	1	1	1	0	1
BDO 4-ETS	1	1	1	1	1	1	1	1
BDO 205-ETS	2	1	1	1	1	1	1	1

	8-Port Terminal Block				12-Port Terminal Block			
	Corning® 12x4x3	Commscope® (Tyco®) 14.6x3.4x2.8	Commscope® (ADC®) 16x3.95x2.86	AFL 12.4x4.9x3.0	Corning® 13x6x2.75	Commscope® (Tyco®) 12x6x3	Commscope® (ADC®) 21.2x3.95x2.86	AFL 15.5x6.19x3.8
	Long or Connectorized Feed Cable				Long or Connectorized Feed Cable			
BDO 3-ETLP	1	0	0	0	0	0	0 ³	0
BDO 4-ETLP	1	0	0	0	1	0	0 ³	0
BDO 4-ET	1	1	1	1	1	0	0 ³	1
BDO 205-ET	1	2	2	1	1	1	0 ³	1
	Splice Capable ^{1,2}				Splice Capable ^{1,2}			
BDO 3-ETS	1	0	0	0	0	0	0 ³	0
BDO 4-ETS	1	1	1	1	0	0	0 ³	0
BDO 205-ETS	1	1	1	1	1	1	0 ³	1

	AMT				Mini-AMT			
	AMT 4-PORT 6.5x13x4	AMT 6-PORT 6.5x13x4	AMT 8-PORT 6.5x13x4	AMT 12-PORT 6.5x13x4	Mini-AMT 4-PORT 4.9x3.5x3.75	Mini-AMT 6-PORT 4.9x3.5x3.75	Mini-AMT 8-PORT 4.9x3.5x3.75	Mini-AMT 12-PORT 4.9x3.5x3.75
	Long or Connectorized Feed Cable				Long or Connectorized Feed Cable			
BDO 3-ETLP	0	0	0	0	0	0	0	0
BDO 4-ETLP	0	0	0	0	0	0	0	0
BDO 4-ET	0	0	0	0	1	1	1	0
BDO 205-ET	1	1	1	1	1	1	1	1
	Splice Capable ^{1,2}				Splice Capable ^{1,2}			
BDO 3-ETS	0	0	0	0	0	0	0	0
BDO 4-ETS	0	0	0	0	1	1	1	1
BDO 205-ETS	1	1	1	1	1	1	1	1

¹ Splice trays are ordered separately.

² BDO 3-ETS, BDO 4-ETS use 4"x9" unhinged splice trays. BDO205-ETS use 4"x6" or 4"x9" hinged trays.

BDO205-ETSB (straight tray bracket) use 4"x9" unhinged splice trays.

³ ADC 12-port block (2 columns x 6 connectors) is too long for standard pedestal. Special order tall pedestal is required.

Ordering Information

Charles Part #	Description
BDO 4-ET	8" pedestal, expanded-capacity split base, terminal mounting bracket, drop slack storage
BDO 205-ET	10" pedestal, expanded-capacity split base, non-metallic terminal mounting bracket, drop slack storage
BDO 3-ETS	6" pedestal, expanded-capacity split base, terminal mounting bracket, splice tray holder*, bond bar
BDO 4-ETS	8" pedestal, expanded-capacity split base, terminal mounting bracket, splice tray holder*, bond bar
BDO 205-ETS	10" pedestal, expanded-capacity split base, non-metallic terminal mounting bracket, drop slack storage, 3-position hinged splice tray holder**, bond bar
BDO 3-ETLP	6" low profile pedestal, expanded-capacity split base, terminal mounting bracket
BDO 4-ETLP	8" low profile pedestal, expanded-capacity split base, terminal mounting bracket

*Uses splice tray 97-FIBR24TRAY

**Uses splice trays 97-SMHTRAY or 97-FIBR24HTRAY

Mounting Accessories

UMS36-STD	36" Metal Mounting Stake w/hardware
UMS42-STD	42" Metal Mounting Stake w/hardware
UMB102A	Universal Pole Mount Bracket w/hardware

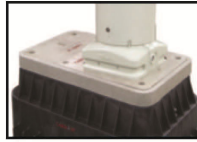
Fiber Splice Trays

97-FIBR24TRAY	4"x9" Charles Fiber Splice Tray, with dust cover, identification label and 6 cable ties
97-FIBR24HTRAY	4"x9" Charles Fiber Splice Tray, hinged, with dust cover, identification label and 6 cable ties
97-SMHTRAY	4"x6" Charles Fiber Splice Tray, hinged, with dust cover, identification label and 6 cable ties

Accessories:

97-TSBDO2ETS	Tray support for use with Charles standard (97-FIBR24TRAY) or 3rd party splice trays
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All BDO-ET Series fiber pedestals are available in a short, vault mount configuration fitting on most handhole manufacturer's lids. Add a "V" suffix after designated square base character ("E") of part number to include a vault mount base with mounting hardware. (Example: **BDO 4-ETLP becomes BDO 4-EVTLV**)



Corning® is a registered trademark of Corning Cable Systems. CommScope®, ADC® and Tyco® are registered trademarks of CommScope, Inc.



INNOVATIVE ENCLOSED SOLUTIONS™



Dependable Solutions, Superior Support

- Field-proven and unequalled 24-hour technical support
- Individualized application consultation
- Superior quality (ISO 9001/TL 9000 registered)

Visit our website at <http://www.charlesindustries.com>

Charles Industries, LLC
An Amphenol Company

Voice: (847) 806-6300
Fax: (847) 806-6231
E-mail: mktsterv@charlesindustries.com



 is a registered trademark of Charles Industries, Ltd.

D-OSP107-118

Maps

Following are the maps for the 4 contracts. These maps along with a KML file and maps without the wetlands will be also available on our website at www.mmumo.net/grantstatus.php under the Bid Documents link at the bottom of the page. The following maps are included here:

Project summary - Location of contract areas in Saline County.

Contract Overviews - More detailed zoom of each contract area, with initial permit, footage and count information.

Project Details - Each area with wetlands shown in red. Note that some pages will not show any conduit and are either omitted or included for completeness.