CITY OF JACKSON, MISSOURI
OTTO DRIVE STORM SEWER REPLACEMENT

CONTRACT

This Contract is made this _____ day of May, 2026 (the "Effective Date"), by and between the City of Jackson, Missouri, a municipal corporation ("City"), and Putz Construction, LLC ("Contractor").

RECITALS

WHEREAS, City desires to engage Contractor to perform certain emergency services as described in the Scope of Work attached hereto and made a part hereof as Exhibit A (the "Services");

WHEREAS, Contractor has provided to the City a quote for services, attached here and made a part hereof as Exhibit B "Quote"; and

WHEREAS, the parties wish to set forth the terms and conditions under which Contractor will provide the Services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. SCOPE OF WORK

Contractor shall perform the Services described in Exhibit A. The Services shall be performed in a professional and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, regulations, and safety requirements. Contractor shall provide all necessary personnel, supervision, expertise, materials, tools, and equipment to complete the Services.

2. COMPENSATION

City shall pay Contractor a total fixed price of **$95,620.00** (the "Contract Price"), for the satisfactory completion of the Services. The Contract Price is based on the Quote and includes all labor, materials, travel, mileage, and other expenses. Payment of the Contract Price shall be made in a single lump sum upon completion of the Services.

3. TERM AND TERMINATION

This Contract shall commence on the Effective Date, and the Services shall be completed on or before **June 30, 2026**, unless earlier terminated as provided herein.

4. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless City, its officers, agents, employees, and representatives from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs, arising out of or related to the Services, including any injury to persons (including death) or damage to property, but only to the extent caused by the negligence or wrongdoing of Contractor, its subcontractors, suppliers, agents, or employees.

This indemnification obligation shall survive the termination or expiration of this Contract.

5. INSURANCE REQUIREMENTS

Prior to commencing the Services, Contractor shall procure and maintain, at its own expense, the following insurance coverages:

- Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence and $2,000,000 general aggregate, written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of $1,000,000 minimum.
- Workers' Compensation Insurance in accordance with statutory limits required by applicable federal or state law, and Employers' Liability Insurance with a minimum limit of $1,000,000 per accident.

All policies shall name the City as an additional insured. Coverage for additional insured shall include both ongoing and completed operations. These insurance requirements shall not constitute a waiver of any defense available under law, including sovereign immunity, or any other immunity available to the City.

6. PREVAILING WAGE REQUIREMENT

This contract is for the construction of public works and is subject to the Missouri Prevailing Wage Law (Sections 290.210 to 290.340, RSMo). The applicable prevailing hourly wage rates (including rates for overtime and holiday work) have been determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, and are attached to and made a part of these specifications and the contract as Exhibit B (Annual Wage Order No. 32).

The Contractor and all subcontractors shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the contract.

The City shall cause to be inserted in the contract the following stipulations:

1. Not less than the prevailing hourly rate of wages specified in the attached wage determination shall be paid to all workers performing work under this contract.

2. The Contractor shall forfeit to the City, as a penalty, the sum of **one hundred dollars ($100.00)** for each worker employed, for each calendar day or portion thereof, that any worker is paid less than the specified prevailing wage rate for any work done under the contract by the Contractor or by any subcontractor.

The Contractor shall maintain accurate payroll records and submit certified payrolls to the City on a monthly basis. The City may withhold payments for any violations and will retain records as required by law. Failure to comply may result in additional penalties, withholding of contract payments, and other remedies provided by law.

This requirement applies only if the total project cost exceeds $75,000 (RSMo § 290.230). The wage rates attached hereto shall remain in effect for the duration of the contract.

7. E-VERIFY

- In accordance with Section 285.530 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract in excess of $5,000.00 must provide documentation of participation in a federal work authorization program (such as E-Verify).
- The Contractor shall comply with the prevailing wage and minimum wage laws of the State of Missouri and of the United States of America.
- If applicable, the prevailing wage rates of the County of Cape Girardeau, State of Missouri, are attached hereto.

8. BONDING REQUIREMENTS

Pursuant to RSMo Section 107.170, for public works contracts where the estimated cost exceeds $50,000, the Contractor shall furnish to the Owner (City of Jackson) a payment bond with good and sufficient sureties. The bond shall be in an amount fixed by the Owner (typically equal to 100% of the contract price) and shall be conditioned for:

- The payment of any and all materials incorporated, consumed, or used in connection with the construction of the work;
- All insurance premiums (both for compensation and other kinds of insurance) on said work; and
- All labor performed in such work, whether by a subcontractor, supplier at any tier, or otherwise.

The bond shall be executed and delivered to the Owner prior to or concurrent with the execution of the Contract and shall remain in full force and effect until final acceptance of the work and payment of all obligations covered thereby. The provision of this bond shall preclude the filing of any mechanic's lien under Chapter 429, RSMo, by any subcontractor or supplier.

Failure to provide the required bond shall be grounds for rejection of the bid or termination of the Contract.

9. OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA construction safety program or other similar program approved by the Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the Owner within 65 days of beginning Work under this Contract.

10. SALES & USE TAX

Owner is exempt from Missouri State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Project-specific exemption letter will be made available to the Contractor upon request.

11. ANTI-DISCRIMINATION AGAINST ISRAEL ACT (RSMo § 34.600)

Contractor acknowledges that the City of Jackson, Missouri, is a "public entity" as defined in Section 34.600, RSMo. Contractor further acknowledges that this Contract involves the acquisition or disposal of services, supplies, information technology, or construction.

To the extent this Contract has a total potential value of One Hundred Thousand Dollars ($100,000) or more and Contractor is a "company" with ten (10) or more employees (as those terms are defined in Section 34.600, RSMo), Contractor hereby certifies and agrees as follows:

1. Contractor is not currently engaged in, and shall not, for the duration of this Contract (including any renewals or extensions), engage in a "boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel," as those terms are defined in Section 34.600, RSMo.
2. The terms "boycott Israel," "boycott of the State of Israel," and "company" shall have the exact meanings set forth in Section 34.600, RSMo.
3. This certification is a material term of the Contract. Any failure to comply with this provision shall render the Contract void against public policy, as provided in Section 34.600.4, RSMo.

Contractor shall immediately notify the City in writing if, at any time during the term of this Contract, it becomes engaged in any activity that would violate the certification above.

12. WARRANTY

The Contractor warrants to the City that all materials and equipment furnished under the contract and incorporated into the Work will be new (unless otherwise specified), of good quality, free from faults and defects, and in full conformance with the Contract Documents, plans, and specifications. All Work shall be performed in a good and workmanlike manner in accordance with applicable laws, codes, standards, and industry practices for projects of this type.

This warranty constitutes a guarantee that the Work will remain free from defects in materials and workmanship for a period of one (1) year from the date of final acceptance of the project by the City (or such longer period as may be required for specific items or equipment in the Contract Documents or by manufacturer's warranties).

If, within the warranty period, any portion of the Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall, at its sole expense and upon written notice from the City, promptly correct, repair, or replace the defective Work to the City's satisfaction. This obligation includes all labor, materials, equipment, and incidental costs necessary to make the repairs. The Contractor shall also be responsible for any damage to other parts of the Work or the site caused by the defect or its correction.

The Contractor shall assign to the City all manufacturer's warranties for equipment and materials installed in the project. These manufacturer warranties shall run concurrently with, and shall not limit, the Contractor's one-year warranty.

Failure of the City to promptly notify the Contractor of a defect does not relieve the Contractor of

its warranty obligations. This warranty shall survive final acceptance and payment and shall bind the Contractor and its successors and assigns.

13. CLEAN UP REQUIREMENTS

All construction supplies and tools must be secured or removed from the job site daily. All hazardous materials must be cleared from the job site daily. The contractor is responsible for the condition of all existing designated construction areas and shall make any necessary restoration repairs prior to completion.

14. DIFFICULTIES ENCOUNTERED

Contractor is required before executing the Contract, to examine the site of the work and adjacent premises, and the various means of approach to the site(s), and to make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all work involved in the complete execution of this Contract, and as to the facilities for delivering, handling and installing the construction equipment (if applicable) and the conditions and difficulties that will be encountered in the performance of the work specified herein.

15. LIQUIDATED DAMAGES

The Contractor acknowledges that time is of the essence in the performance of the Work under this Contract. Failure to complete the Work within the time specified in the Notice to Proceed (or any approved extension thereof) will cause the City substantial damages and inconvenience, the exact amount of which is difficult to ascertain.

Accordingly, the Contractor agrees that if the Work is not completed within the Contract time, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum of $200 per calendar day for each and every day that the Work remains incomplete beyond the Contract completion date.

The City may deduct liquidated damages from any payments due or that may become due to the Contractor, or may collect such damages through any other legal means. This provision shall not limit the City's right to terminate the Contract for default or to pursue any other remedies available under the Contract or at law.

The Contractor and the City agree that the liquidated damages amount is a reasonable estimate of the City's actual damages and is not a penalty.

16. CONTRACT WORK SCHEDULE OF HOURS

All Work shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise approved in advance in writing by the City's Project Manager. No Work shall be performed on Saturdays, Sundays, or the following City-observed holidays without prior written approval: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day officially designated by the City.

The Contractor shall coordinate all Work activities with the City's Project Manager or designated representative to minimize disruption to City operations.

The Contractor shall provide the City with a detailed construction schedule within fourteen (14) days of receipt of the Notice to Proceed. Any deviations from the approved schedule must be submitted in writing for approval.

The City reserves the right to suspend Work at any time if the Contractor's operations interfere with the safe and efficient operation of the City.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of laws principles. Any dispute arising out of or related to this Contract shall be resolved exclusively in the Circuit Court of Cape Girardeau County, Missouri.

18. MISCELLANEOUS

- **Independent Contractor**: Contractor is an independent contractor, and nothing herein creates an employment, partnership, or agency relationship.
- **Assignment**: This Contract may not be assigned without the prior written consent of the City.
- **Entire Contract**: This Contract, including Exhibits A and B, constitutes the entire understanding between the parties and supersedes all prior Contracts.
- **Amendments**: Any amendments must be in writing and signed by both parties.
- **Severability**: If any provision is held invalid, the remainder shall continue in full force.
- **Compliance**: Contractor shall comply with all applicable laws.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

Signatures: City: _____
Dwain L. Hahs, Mayor

Contractor: Michael Putz
Authorized Signature

Owner
Title

Michael Putz
Printed Name

5/18/26
Date

573-243-6164
Phone

mputz@putzcon.com
Email

EXHIBIT A
SCOPE OF WORK

The Contractor shall replace the existing storm sewer pipe under the Otto Drive, including beneath its intersection with Old Cape Road, repair the full extent of the existing sink hole, replace all pavement, and restore all disturbed property.

1. All field change directives will be issued by the Project Manager. All Change Orders require approval of the Board of Aldermen. Project Manager for this project is Janet Sanders, Director of Public Works, 573-243-2300 x 2031, jsanders@cityofjacksonmo.org.

2. It shall be the responsibility of the Contractor to notify adjoining property owners of the work a minimum of 24 hours prior to beginning work. Notification shall be in person or by door hangers approved by the Project Manager and stating the nature of work, the start and anticipated finish dates, the Contractor name and phone number.

3. The contractor shall erect and maintain proper barriers at all times in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices, including warning and detour signs as directed, flaggers where necessary, and flares or red lights at night, to guard against any accident in consequence of the work. The whole cost of such work shall be considered as fully covered by the price bid for the other items in the contract. The contractor shall be held responsible for all damage to life and property occasioned in any way by his acts and those of his agents or employees.

4. Concrete streets shall be removed only as full panels or half panels.

5. The existing pipe shall be removed and replaced with 30" HDPE dual wall storm sewer pipe.

6. All excavation under the street shall be backfilled with compacted Type 1 aggregate base to the subgrade level of the street in accordance with City of Jackson Standard Street Specifications.

7. Work shall be performed in increments as needed to maintain residents' access to their homes. Access to all homes having driveway access within the project work site shall be maintained throughout the project.

8. The Contractor shall provide 48-hour notice to the Department of Public Works at (573) 243-2300 prior to the start of work. When work is interrupted, or stopped for more than 24 hours, the Contractor shall request an inspection 24 hours in advance of the need for an inspection.

9. All materials furnished, and all work done, will be inspected by the Project Manager or their delegate, and if found not to be in accordance with the specifications and the contract, will be rejected and shall be removed from the site of the work. Other material shall then be furnished and other work done that is in accordance with the provisions and requirements set out in the specifications. If the contractor shall fail or refuse to remove the material as above, or do other acceptable work when ordered, the Project Manager shall have the right and authority to stop the work.

10. No concrete shall be deposited until the subgrade is checked and accepted by the Project Manager or their delegate. The contractor shall have inspected and checked grades prior to calling for a City inspector's approval. Where hauling creates ruts, the contractor shall reshape and reroll the subgrade before concrete is deposited. The subgrade cannot be used as a haul road. Trucks are only allowed to drive on the subgrade for dumping.

11. The Contractor shall replace the 6" thick concrete street with residential laid-back curbs in accordance with City of Jackson Standard Street Specifications.

12. The contractor will be held responsible for any and all materials or work and will be required to make good at his own cost any injury or damage which said material or work may sustain from any source or cause whatever before the final acceptance of the same.

13. The contractor shall remove and replace all mail boxes, street and traffic signs, pipe for driveways or across the street, in a careful manner to salvage same. If, in the opinion of the Project Manager, the contractor shall damage any of the foregoing items, he shall at his expense to replace same with like material and of a quality equal to that prior to damage. Any pipe so removed, which is not to be replaced, shall become the property of the Contractor. Any ground disturbed by the project shall be restored to its original condition by the contractor. The cost of all restoration work shall be completely covered by the prices bid for other items in the contract.

14. If it is necessary in the prosecution of the work to interrupt or obstruct the natural drainage of the surface, or the flow of the artificial drainage, the contractor shall provide for the same during the progress of the work, in such manner that no damage will result to either public or private interests.

15. All work required to be done that is not necessarily a part of the contract, or is necessary for carrying out the full intent of the plans and specifications, and for which no price has been bid, may be required of the contractor by a Change Order modifying said contract. Payment for extra work will be based on lump sum or unit prices previously agreed to in the contract, or a price agreed to and included in a Change Order. The contractor shall give the Project Manager access to all accounts, bills, and vouchers relating to the cost of the extra work. Additional time for completion of extra work will only be allowed as specified in an approved Change Order.

16. It is understood and agreed by the parties hereto that the measurements of the Project Manager or their designate shall be final and conclusive evidence of the amount of work performed by the contractor under and by virtue of his contract, and that the said estimate shall be taken as a measure of compensation to be received by the contractor, unless material delivery tickets and final quantity measurements show otherwise. The aforesaid estimate will be based on the actual quantities as determined by actual measurement together with the unit prices stipulated in the Proposal. To this estimate will be added, however; such amount as is due the Contractor on account of extra work that has been done or as ordered by Change Order, and as specified under "Extra Work" together with the actual cost of engineering services.

EXHIBIT B
ANNUAL WAGE ORDER

(ATTACHED)

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 016
CAPE GIRARDEAU 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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CAPE GIRARDEAU County

Section 016

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$54.23
Boilermaker	$30.00*
Bricklayer-Stone Mason	$49.81
Carpenter	$55.28
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$51.80
Plasterer	
Communication Technician	$28.68
Electrician (Inside Wireman)	$30.00*
Electrician Outside Lineman	$30.00*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$30.00*
Glazier	$42.05
Ironworker	$70.17
Laborer	$43.33
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$30.00*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$67.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$43.58
Plumber	$71.43
Pipe Fitter	
Roofer	$47.76
Sheet Metal Worker	$75.74
Sprinkler Fitter	$30.00*
Truck Driver	$36.34
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
CAPE GIRARDEAU County

Section 016

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$59.91
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$30.00*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$50.77
General Laborer	
Skilled Laborer	
Operating Engineer	$66.40
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$30.00*
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.

EXHIBIT C
(PROPOSAL OF SERVICES)