

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020, by and between the City of Republic Missouri (“City”) and Carnahan-White, LLC, (“Contractor”), collectively referred to as “Parties”.

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri; and

WHEREAS, Contractor is a Missouri Limited Liability Company located at 1845 S St Hwy MM, Springfield, MO 65802, with at SSN/Federal Tax ID Number of 35-249-4025; and

WHEREAS, City solicited sealed bids through an Invitation for Bid, hereinafter described on **Exhibit A – Invitation for Bid**, which is attached hereto and incorporated herein; and

WHEREAS, Contractor submitted a bid that was received by the City, which bid is attached hereto and incorporated herein as **Exhibit B – Bid Submittal**; and

WHEREAS, Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for the services described in **Exhibit C – Description of Work**, which is attached hereto and incorporated herein; and

WHEREAS, City desires to engage Contractor for the reroof of the Republic Police Department facility (“Project”), hereinafter described on **Exhibit C – Description of Work**.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the City and Contractor agree as follows:

1. **Ability to Contract:** Contractor warrants that it has the legal ability to enter into this Agreement and fulfill the terms contained herein.
2. **Manner and Time for Completion:** The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the Agreement and any applicable city ordinances and state and federal laws within the time specified in this Agreement.
3. **Terms and Conditions:** In addition to the requirements to comply with applicable city, state and federal law, the Contractor shall become familiar with the technical specifications and requirements for construction projects of the City and shall comply with those provisions applicable to this project.
4. **Sales Tax Exemption:** The Agreement price does not include and the City shall not pay any sales or use taxes on the materials used in the project. Pursuant to the provisions of RSMo. Section 144.062, the City will provide the Contractor with a Project Exemption Certificate and a Missouri Tax Exemption letter from the City to use in purchasing

materials on a tax-free basis. It will be the Contractor's responsibility to provide the documentation to any subcontractor. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this Agreement.

5. Payment Shall Not Exceed: The City hereby agrees to pay the Contractor for the work done pursuant to this Agreement according to the payment schedule set forth in this Agreement upon acceptance of the work by the City and in accordance with the rates and/or amounts stated in the **Exhibit B – Bid Submittal**, which by reference is made a part hereof. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Agreement exceed the sum of \$53,800.00, unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder.
6. Payment: One lump sum payment will be made by City to Contractor once all work is fully completed and performed as determined by the City and upon receipt of all applicable lien waivers, final release, prevailing wage documents, and other documents that may be required by City.
7. Contingency Set Aside: The Agreement amount set forth in paragraph 5 above may include amount specified in the **Notice of Award** which shall be set aside as a contingency allowance. Although the contingency allowance may be included in the total amount of the Agreement, the Contractor shall not be entitled to be paid any portion of the contingency allowance unless and until specifically authorized by written change order to the City's initial **Notice to Proceed**. The contingency allowance shall be authorized solely in the event additional work not included or specified in the base bid is required.
8. Prevailing Wage: If this project is valued at more than \$75,000.00, not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under this Agreement (see Section 290.250, RSMo). The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under this Agreement by the Contractor or by any sub-contractor (see Section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060). During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (as measured by the United States Bureau of Labor Statistics), only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor

and Industrial Relations Commission), (see Excessive Unemployment section), may be employed under this Agreement, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the contracting officer. (See Sections 290.550 through 290.580, RSMO).

9. Performance Bond and Labor & Materials Payment Bond: The Contractor shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$53,800.00, conditioned upon the full and faithful performance of all major terms and conditions of this Agreement and payment of all labor and material supplies. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000 must be listed in the United States Treasury Circular 570.
10. Insurance Requirements: Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of **Notice of Award** to the Contractor and prior to the start of work. All insurance policies shall provide 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:

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

- a. Workers' Compensation.....Statutory coverage per RSMo. 287.010 et seq
Employer's Liability.....\$1,000,000.00
 - b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of \$2,905,664 for all claims arising out of a single accident or occurrence and \$435,849 for any one person in a single accident or occurrence.
 - c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of \$2,905,664 for all claims arising out of a single accident or occurrence and \$435,849 for any one person in a single accident or occurrence.
 - d. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph, Insurance Requirements, hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
 - e. Notice: The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in this Paragraph, Insurance Requirements, and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.
 - f. Pending Legislation: In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute an Agreement addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.
11. Contractor's responsibility for subcontractors: The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors

and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and the City or between any subcontractors.

12. Liquidated Damages: Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in this Agreement, or within such extra time as may be allowed in accordance with the terms of this Agreement, Contractor (or surety) shall be liable to the City in the amount of \$200.00 per day for each and every calendar day that the Agreement remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.
13. Termination: City reserves the right to terminate this Agreement by giving at least 5 days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of this Agreement.
14. City's Right to Proceed: In the event this Agreement is terminated pursuant to Paragraph 12, Termination, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Agreement thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of this Agreement, city ordinances, and state and federal laws.
15. Termination for Convenience of City: The City shall have the right at any time by written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed Agreement price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.
16. Delay by City: City and Contractor agree that the schedule of services to be provided by the Contractor under this Agreement may depend upon timely fulfillment of City

responsibilities. If the City is unable to provide services and/or facilities as specified in this Agreement, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for completion of this Agreement but such time of completion shall be extended no more than 1 day for each day of delay caused by the City. Any such agreement to modify or extend the time of completion shall be made in writing by formal addendum to this Agreement. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than 7 days after the beginning of the delay caused by the City.

17. Guards, Lights, Fencing: Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights and fencing.

18. Liability and Indemnity:

- a. In no event shall City be liable to Contractor for special, indirect, or consequential damage. The maximum liability of City shall be limited to the amount of money to be paid or received by City under this Agreement.
- b. Contractor shall defend, indemnify and save harmless City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Agreement, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Agreement to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
- c. Contractor shall indemnify and hold City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other local, federal or state law.
- d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any local, federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price. Contractor's

obligation under this Agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this Agreement.

19. Payment for Labor and Materials: The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this Agreement.

20. Agreement Documents: The Agreement documents shall consist of the following:

- a. This Agreement;
- b. Exhibit A – Invitation for Bid
- c. Exhibit B – Bid Submittal
- d. Exhibit C – Description of Work
- e. Notice of Award
- f. Notice to Proceed
- g. E-Verify Affidavit
- h. OSHA Safety Training Affidavit
- i. All Duly Executed Change Orders
- j. Payment Bond
- k. Performance and Maintenance Bond

This Agreement, together with the other documents enumerated in this Paragraph, Agreement Documents, forms the Agreement between the parties. These documents are as fully a part of this Agreement as if attached hereto or repeated herein.

21. Subsurface Conditions: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

22. Transient Employers: Every transient employer, as defined in Section 285.230, RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage of Worker's Compensation Insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through records of the Division of Worker's Compensation; and, (3) The notice of registration for Unemployment Insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo. be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that Statute.

23. Nonresident/Foreign Contractors: The Contractor shall procure and maintain during the life of this Agreement:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with

the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

24. E-Verify and Safety Training Compliance Requirements: All Proposers/Contractors for contracts/agreements exceeding \$5,000.00 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 also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Such Affidavit of Compliance shall be submitted with the Proposal on the forms included in this Agreement. Subsequent to award, each sub-contractor shall complete an Affidavit of Compliance to the same. Sub-contractor affidavits shall be submitted to the City.
25. Safety Training: Contractor shall provide the following safety training: A 10-hour Occupational Safety and Health Administration (“OSHA”) construction safety program for all employees who will be on-site at this Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- a. Require its on-site employees to complete a construction safety program within 60 days after the date work on the Project commences.
 - b. Acknowledges and agrees that any of the Contractor’s employees found on the project site with documentation of the successful completion of a construction safety program shall be required to produce such documentation within 20 days, or will be subject to removal from the Project.
 - c. Require all of its sub-contractors to comply with the requirements of this Paragraph, Safety Training, and Section 292.675 RSMo.
26. Notice of Penalties for Failure to Provide Safety Training: Contractor shall be liable for penalties for failure to provide safety training as follows:
- a. Pursuant to Section 292.675 RSMo. the Contractor shall forfeit to the City as a penalty \$2,500.00, plus \$100.00 for each on-site employee employed by the Contractor or its Sub-contractor, for each calendar day, or portion thereof. Such on-site employee is employed without the construction safety training required in Paragraph 24, Safety Training.
 - b. The penalty described in this Paragraph shall not begin to accrue until the time periods described in Paragraph 24, Safety Training, have elapsed.
 - c. Violation of Paragraph 24, Safety Training, and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
27. Payment Withheld for Violations of Safety Training Provisions: In the event that the Missouri Department of Labor and Industrial Labor Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty as described in Paragraph 25, Notice of Penalties for Failure to Provide Safety Training, shall be assessed, City shall withhold and retain all sums and amounts due and owing when making payments to Contractor.

28. Federal Funding: If the subject of this Agreement is financed in whole or in part from Federal funds, this Agreement shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 *et seq.*, and the “Federal Labor Standards Provisions,” incorporated into this Agreement. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Agreement, the Contractor and all Subcontractors shall pay the greater of the wages required under either law.
29. General Independent Contractor Clause: This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
30. Occupational License: Contractor shall obtain and maintain an occupational license with the jurisdiction this Project is located in. The cost for this occupational license shall borne by the Contactor. No Agreement shall be executed by the City until this occupational license has been obtained.
31. Nondiscrimination: Contractor agrees in the performance of this Agreement not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
32. Ownership in Work: Contractor will have and will gain no ownership or other interest in Project in this Agreement.
33. Conflict of Interest: In accepting this Agreement, Contractor certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 *et seq.*, RSMo. shall not be violated.
34. Waiver: No provision of the Agreement documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
35. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed and signed by all the Parties.

36. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
37. Dispute: In the event that the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
38. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages.
39. Execution: This Agreement may be executed in any number of counterparts and each shall be deemed to be an original if signed by all Parties, but all of which together shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
40. Survival: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement.
41. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
42. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.
43. Assignment: Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement.
44. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
45. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.

46. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Contractor shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
47. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City: City of Republic, Missouri
Attn: City Administrator
213 North Main Street
Republic, Missouri 65738

to Contractor: Carnahan White, LLC
1845 S St. Hwy MM
Springfield, MO 65802

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CONTRACTOR

Carnahan-White, LLC

(Signature)

(Printed Name)

(Title)

CITY OF REPUBLIC

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Scott Ison, City Attorney

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City of Republic - Invitation for Bid

Perimeter Fencing and Kennel Barriers for the Animal Control Center

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO **3:00 P.M. ON Monday, May 25th, 2020.**

City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738

- Bids will be opened by the buyer at REPUBLIC CITY HALL AT 3:00 P.M. ON Monday, May 25th, 2020.
- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the **Invitation for Bid (IFB) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

Perimeter Fencing and Kennel Barriers for the Animal Control Center

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION - The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

Inquiries - All inquiries for information should be directed to:

Garrett Brickner **Phone: (417) 732-3405**

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the City contact listed above not later than three (3) days prior to the bid opening date.

INSTRUCTION TO BIDDERS

01. Opening Location: The Bid will be opened at the Republic City Hall 213 N. Main at 3:00 P.M. ON Monday, May 25th, 2020.

- a. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements: Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.

- a. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
- b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
- c. Arrangements may be made for their return at the bidder's request and expense.
- d. Bids may be mailed to Republic City Hall and accepted if the signed bid form and required information was mailed and received prior to the due date and time.
- e. Bids sent by email will not be accepted.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name.**

clearly indicated on the outside of the mailing envelope and addressed to.

**City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**

03. Legal Name and Signature: Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual).

- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
- b. The signer shall have the authority to bind the company to the submitted Bid.
- c. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

04. Corrections: No erasures are permitted.

- a. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
- b. Corrections must be initialed by the person signing the Bid.

05. Clarification and Addenda: Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents.

- a. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the listed City contact in writing or through email.
- b. The City of Republic shall not be responsible for oral interpretations given by any City employee, representative, or others.
- c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
- d. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact listed City contact with questions or inquiries.

06. IFB Expenses: There is no expressed or implied obligation for the City of Republic to reimburse responding firms and the City will not reimburse for any expenses incurred in preparing responses to this request.

07. Irrevocable Offer: Any Bid may be withdrawn up until the due date and time set for opening of the IFB.

Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90

days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

08. **Responsive and Responsible Bidder:** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
09. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility.
 - a. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
 - a. The cost of any audit will be paid by the City.
 - b. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.
11. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order.
 - a. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
12. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
 - a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. **Ethical Standards:** With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
14. **Collusion:** By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:
 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
 - b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
 - e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee

exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

15. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

16. **Liability and Indemnity:**

- a. In no event shall the City be liable to the Contractor for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

17. **IFB Forms, Variances, and Alternates:** Bids must be submitted on attached City IFB forms, although additional information may be attached.

- a. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance.
- b. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

18. **Bid Form:** All blank spaces must be completed with the appropriate response.

- a. The bidder must state the price, written in ink, for what is proposed to complete each item of the project.
- b. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made.
- c. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

19. **Modifications or Withdrawal of Bid:** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids.

- a. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid.
- b. Modifications submitted by telephone, fax, or email will not be considered.

20. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

21. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

22. **Prices:** Bid give both unit price and extended total.

- a. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.

- b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that Seller, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from Sellers location to a specified location in the City of Republic, MO 65738. Buyer shall not take title to the materials or equipment until it is delivered and accepted by Buyer at the address specified within the City of Republic.
 - c. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.
23. **Discounts:** Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately.
- a. The price as shown on the Bid shall be the price used in determining award(s).
24. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
- a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.
25. **Deviations to Specifications and Requirements:** When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
- a. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
 - c. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written.
 - d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
26. **Samples (if required):** (NOT APPLICABLE)
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same.
- a. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Awards:**
- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.
- 31. **Authorized Product Representation:** The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product.
 - a. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.
- 32. **Regulations:** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
 - a. E-VERIFY COMPLIANCE REQUIREMENTS: All Contractors/Contractors for contracts exceeding five thousand dollars 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 also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Proposers are informed the Project is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors doing work on the Project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo. The Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by the Contractor or its Subcontractor, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
 - d. Section 208.009 RSMo. shall apply to any contracts awarded under this bid.
- 33. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award.
 - a. Any Bid may be rejected in whole or in part for any reason by the City.
- 34. **Royalties and Patents:** The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished.
 - a. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
- 35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
- 36. **Prevailing Wages:** If the public works construction project is valued at more than \$75,000, the successful bidder shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the City Contractor Agreement shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").
- 37. **Insurance Requirements:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder

specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. At a minimum, proof of Workers Compensation, Liability, and Automobile Liability insurance shall be presented. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents. The limits of liability insurance shall be as established annually and published by the Secretary of State in the Missouri Registry. For this project, the required insurance amounts shall be: Workers' Compensation - Statutory coverage per RSMo. 287.010 et seq; Employer's Liability - \$1,000,000.00; Commercial General Liability Insurance - \$2,804,046 for all claims arising out of a single accident or occurrence and \$420,606 for any one person in a single accident or occurrence; Automobile Liability Insurance - covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of \$2,804,046 for all claims arising out of a single accident or occurrence and \$420,606 for any one person in a single accident or occurrence.

38. **Performance Bond and Labor & Materials Payment Bond:** Pursuant to RSMo. 107.170, if the project is estimated to exceed \$50,000.00, the Contractor shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the Agreement and payment of all labor and material supplies.
39. **Nonresident/Foreign Contractors:** The Contractor shall procure and maintain during the life of this contract:
 - a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
40. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the Invitation for Bid.
41. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
42. **Additional Purchases by Other Public Agencies:** The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Republic affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Business License** – It will be the requirement of the contractor to acquire a City of Republic business license before they may begin work on the project.
46. **Inspection and Acceptance:** No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s).
 - a. Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement.
 - b. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.
47. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed in whole or in part from Federal funds, then this contract shall be subject to all applicable federal statutes, rules and

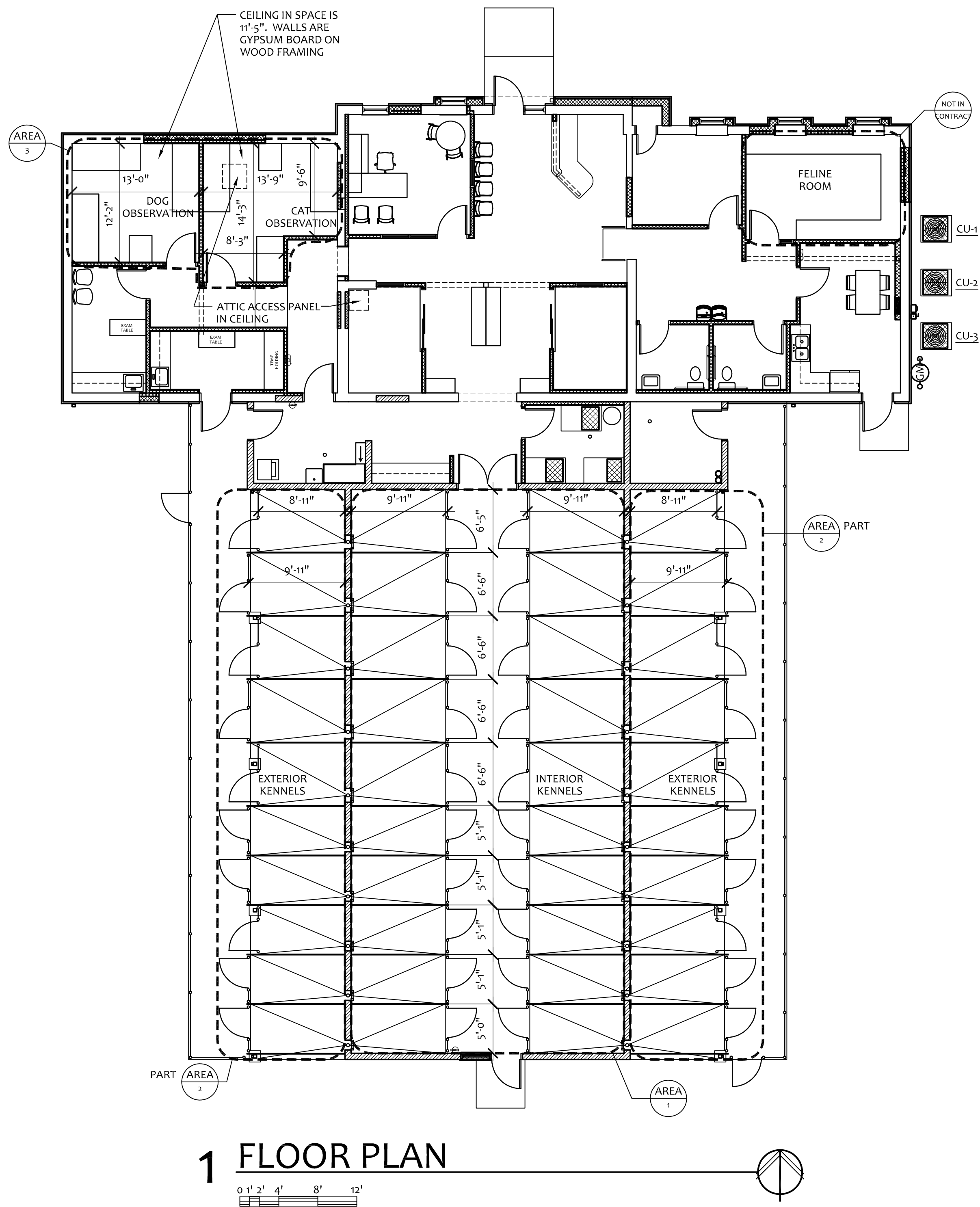
regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this Contract. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law.

48. **Jurisdiction and Venue:** This IFB and any Agreement required under it, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.
49. **Conflict of Interest:** In participating in this IFB and accepting an Agreement, Contractor certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
50. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
51. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

BID SPECIFICATIONS

The requested proposals are for furnishing and installation of all materials and labor in the attached Kennel Enclosures

To supply and install 40 dog pens with 6' tall chain link with 3' wide gates. The 20 inside cages approximately 6' 10" x 10' with a 4' tall aluminum divider on each cage. The 20 outside cages approximately 6' x 9' 6" with a top, and outside perimeter fence of approximately 120' of 6' tall chain link with 2 - 3' wide gates. All materials Shall be black poly coated with top and bottom rails on all fence with a 9 ga fused bonded chain link. Post Shall be installed with a 1/4" x 6" x 6" plate and 1/2" x 4" anchor bolts. Please see Area's 1&2 on the following plan sheet for details



- SCOPING NOTES**
- AREA 1 (INTERIOR KENNELS)**
 - 1.1. ORANGE OR SAGE GREEN (COLORS BASED ON MASON COMPANY COLOR CHART)
 - 1.2. INTERIOR (6' HIGH OVERALL AND 4' HIGH PRIVACY PANEL BETWEEN KENNELS)
 - 1.2.1. BASE BID - PLASTIC PANELS WITH STAINLESS GATES AND LATCHES SIMILAR TO SANI-KENNELS WITH FRP PANELS, STAINLESS STEEL SWING GATES, AND STAINLESS STEEL LATCHES BY MASON COMPANY
 - 1.2.1.1. SHOR-LINE
 - 1.2.1.2. MASON COMPANY
 - 1.2.1.3. SNYDER MANUFACTURING
 - 1.2.2. DEDUCT ALT: HEAVY DUTY CHAINLINK WITH SOLID PLASTIC PANEL OVER CHAINLINK ON BOTTOM 48"
 - 1.2.1.1. SHOR-LINE
 - 1.2.1.2. MASON COMPANY
 - 1.2.1.3. SNYDER MANUFACTURING
 - 1.2.1.4. CARNAHAN-WHITE
 - 1.2.1.5. ROBINSON FENCE
 - 1.2.1.6. HOOVER FENCE COMPANY
 - 1.2.1.7. EQUAL AS APPROVED
 - AREA 2 (EXTERIOR KENNELS)**
 - 2.1. EXTERIOR (6' HIGH OVERALL AND 4' HIGH PRIVACY PANEL BETWEEN KENNELS)
 - 2.1.1. BASE BID - PLASTIC PANELS WITH STAINLESS GATES AND LATCHES SIMILAR TO SANI-KENNELS WITH FRP PANELS, STAINLESS STEEL SWING GATES, AND STAINLESS STEEL LATCHES BY MASON COMPANY
 - 2.1.1.1. SHOR-LINE
 - 2.1.1.2. MASON COMPANY
 - 2.1.1.3. SNYDER MANUFACTURING
 - 2.1.2. DEDUCT ALT: HEAVY DUTY CHAINLINK WITH SOLID PLASTIC PANEL OVER CHAINLINK ON BOTTOM 48"
 - 2.1.2.1. SHOR-LINE
 - 2.1.2.2. MASON COMPANY
 - 2.1.2.3. SNYDER MANUFACTURING
 - 2.1.2.4. CARNAHAN-WHITE
 - 2.1.2.5. ROBINSON FENCE
 - 2.1.2.6. HOOVER FENCE COMPANY
 - 2.1.2.7. EQUAL AS APPROVED
 - AREA 3 (DOG & CAT OBSERVATION)**
 - 3.1. DOG OBSERVATION
 - 3.1.1. FIBERGLASS CAGES SIMILAR TO QUIET COTTAGES BY MASON COMPANY
 - 3.1.1.1. GRAY CHIP COLOR
 - 3.1.2. DOG AREA: LARGER ON BOTTOM AND SMALLER ON TOP (5 LARGE, 8-10 MEDIUM, 15 SMALL)
 - 3.2. CAT OBSERVATION
 - 3.1.1. FIBERGLASS CAGES SIMILAR TO QUIET COTTAGES BY MASON COMPANY
 - 3.1.2. CAT AREA: ALL SAME SIZE CAGES
- OWNER PROVIDED ITEMS (N.I.C):
- CAT CONDOS IN FELINE ROOM
 - 1.1. MINI CONDO MODEL 340B (STAINLESS STEEL LATCH)
 - 1.2. MINI CONDO MODEL 360 B-S (STAINLESS STEEL LATCH)



Kennel Enclosures & Observation Pens
Republic Animal Control
800 West State Highway 174, Republic, Greene County, MO 65738
City of Republic
213 N Main St., Republic, Greene County, MO 65738

PRELIMINARY
NOT FOR
CONSTRUCTION

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GHN | Architects+Engineers
COA Architecture: 000354
COA Engineering: 000657

Project Number: 18-524.01
Date: March 31, 2020

Floor Plan

A1.0

PART 1 - GENERAL

1.1 WORK UNDER THIS CONTRACT

- A. Construction and completion of Kennel Enclosures for Republic Animal Control under a single lump sum contract.

1.2 COORDINATION

- A. Coordinate work with work performed by Owner, including storage of materials and equipment and connections and execution of work.
- B. Provide administrative and supervisory requirements necessary for coordination of work, including meetings, administrative and supervisory personnel, records, reports, limitations for use of site, installation provisions, cutting and patching, cleaning, protection, conservation, and salvage. Coordinate work with work performed by Owner, including storage of materials and equipment, and connections and execution of work.

1.3 CONTRACTOR USE OF PREMISES

- A. During the Contract Period the existing building and parking areas will be in use and occupied. While new work is under construction, confine construction operations, materials, equipment and appliances, within the immediate vicinity of the areas involved (subject to the approval of the Architect at all times), and do not unreasonably obstruct, or interfere with any phase of the Owner's activities. Make any changes in or alterations to the existing facilities, including utility service, without disrupting continuous use by the Owner.
- B. Confine operations at site to areas permitted under Contract. Portions of site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting work while engaged in project construction.
- C. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave vehicles or equipment unattended with motor running or ignition key in place.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where more explicit or stringent requirements are written into the contract documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the contract documents. Such industry standards are made a part of the contract documents by reference. Individual specification sections indicate which codes and standards the Contractor must keep available at project site for reference.
- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

- C. **Conflicting Requirements:** Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the contract documents specifically indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.
- D. **Copies of Standards:** The Contract Documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source.
- E. **Abbreviations And Names:** Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the specifications or other contract documents they are defined to mean the recognized name of the trade association, standards generating organization, governing authority, or other entity applicable to the context of the text provisions.

1.5 ASBESTOS

- A. Do not incorporate into the Work any products or materials containing asbestos.
- B. Notify the Owner of any portion of the Work which Contractor knows or has reason to believe contains asbestos and take necessary procedures to prevent damage or release of asbestos fibers. Any asbestos abatement procedures required and not identified as Work of this Contract shall be performed under a Change Order as a changed condition, or by Owner's separate contractor. A change in contract time, as determined by the Architect, shall be the Contractor's only remedy for delay due to unidentified asbestos abatement work.

PART 2 - PRODUCTS -- (Not Applicable)

PART 3 - EXECUTION -- (Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 AREA 1: ALTERNATE (INDOOR KENNELS — CHAIN LINK)

- A. Deduct alternate price to provide heavy-duty chain-link panels and gates in lieu of plastic and stainless steel in the Base Bid.
- B. State on your Bid Form the amount to deduct from the Base Bid if this alternate is accepted.

1.2 AREA 2: ALTERNATE (OUTDOOR KENNELS — CHAIN LINK)

- A. Deduct alternate to provide heavy-duty chain-link panels and gates in lieu of plastic and stainless steel in the Base Bid.
- B. State on your Bid Form the amount to deduct from the Base Bid if this alternate is accepted.

END OF SECTION

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PART 1 - GENERAL

1.1 SCOPE

- A Provide all requests for substitutions and make product selections from specified product options, as required by the Bidding and Contract Documents and in strict accordance with the provisions of this section.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A Contractual Requirements for Submittals: 007200 General Conditions and 007300 Supplementary Conditions.
- B Submission Requirements: 01 3000 Administrative Requirements, except submit only one copy.
- C Substitution Request Requirements: 00 2113 Instructions to Bidders.

1.3 PRE-BID SUBSTITUTION REQUESTS

- A The naming of specified items on the drawings or in the specifications means that such named items are specifically desired by the Architect and/or Owner. Whether or not the words "or equal" or "or acceptable equal" follows such named items, substitution requests may be submitted. To receive consideration requests for substitution must be received by the Architect no later than 3 calendar days prior to bid opening. Requests for substitution received by the Architect later than 3 calendar days prior to bid opening may be rejected without review as "non-responsive".
- B Substitution Request Form: Requests must be submitted on copies of the form included in the Project Manual, and must name the exact item proposed with complete information filled out and back-up data attached as specified on the form. Use separate Substitution Request Form for each item. Submit electronic copy of form and back-up data for architectural, mechanical and electrical items. Requests showing only brand name or manufacturer, or otherwise incomplete, will not be honored. Submit samples if requested.
- C It is not possible or practical to identify in the Contract Documents every factor and criteria that has bearing on the design and quality of materials and construction of which the Architect is aware and must consider in evaluating a proposed substitution and that may be a valid cause for non-acceptance. The Architect is the sole judge as to the equality and acceptability of proposed substitutions. Only written acceptances will be held valid by the Architect. Under no circumstances shall the Architect's acceptance of any such substitution relieve the Contractor from timely, complete, full and proper performance of the work.
- D After the contract is awarded, if revision or arrangement of other equipment is required by any substituted item, drawings showing these revisions must be prepared and submitted as specified for Shop Drawings submittals.

1.4 AFTER-AWARD-OF-CONTRACT SUBSTITUTION REQUESTS

- A Substitution requests will be considered only under the following conditions:
 - 1. Unavailability of specified product due to a strike, lockout, bankruptcy, discontinuance of the manufacturer of a product, or natural disasters. Submit proof that orders were placed within 10 days after review by the Architect of the item listed in the specifications. Failure to order materials in time for proper delivery is not an acceptable condition.
 - 2. When a guarantee of performance is required and, in the judgment of the Contractor, the specified product or process will not produce the desired result.
 - 3. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays; additional compensation to Architect for redesign, investigation, evaluation, and other necessary services; and similar considerations.
 - 4. Proposal includes all necessary coordination and modifications to design, required appurtenances, et cetera, for complete and proper functioning of proposed substitutions, and includes a waiver of all claims for additional costs, under Contractor's responsibility, which may subsequently become apparent.
- B Submit request for such substitutions in writing to the Architect within 10 days of the date of ascertaining unavailability of material or equipment specified, or that the performance cannot be guaranteed.
- C If any substitution will affect a correlated function, adjacent construction, or the work of other trades or contractors, the necessary changes and modifications to the affected work shall be considered as part of the substitution, to be accomplished without additional cost to the Owner, if and when accepted.
- D It is not possible or practical to identify in the Contract Documents every factor and criteria that has bearing on the design and quality of materials and construction of which the Architect is aware and must consider in evaluating a proposed substitution and that may be a valid cause for non-acceptance. Approved substitutions will be effected by a Change Order. Under no circumstances shall the Architect's acceptance of any such substitution relieve the Contractor from timely, full and proper performance of the work.
- E Contractor's submittal of, and Architect's acceptance of, shop drawings, product data, or samples which indicate Work not complying with requirements of Contract Documents, does not constitute an acceptable and valid request for, nor approval of, a substitution.

1.5 PRODUCT OPTIONS

- A General Limitations: Where possible, provide entire required quantity of each generic product, material, or equipment from a single source; and, where not possible to do so, match separate procurements as closely as possible. To extent selection process is under Contractor's control, provide compatible products, materials and equipment. Where available and complying with requirements, provide standard products which have been used previously and successfully in similar applications, and which are recommended by the manufacturer for the application indicated.
- B Product Selections: Comply with following for selection of products, materials, and equipment:
 - 1. Single Product Named: Where "no substitute" is specified provide only that

- product, unless determined to be unavailable, non-compatible with the work, or non-complying with Contract Documents or governing regulations.
2. One or More Products Named (with or without "or acceptable equal"): Provide one of the named products which complies with contract Documents, identified as the basis of the design, or comply with requirements for gaining approval on "substitution" to select and use an unnamed product (i.e., implied "or equal").
 3. Compliance With Standards: Selection of product which complies with Contract Documents, including applicable standards, is Contractor's option, subject to Architect's approval.
 4. Performance Requirements: Selection of product which has been tested to show compliance with Contract Documents, including indicated performances, is Contractor's option, subject to Architect's approval.
 5. Prescriptive Requirements: Selection of product which has been certified by manufacturer to comply with Contract Documents, including prescriptive requirements, is Contractor's option, subject to Architect's approval.
 6. Visual Requirements: Where indicated to be selected from manufacturer's standard options, selection is Architect's, subsequent to determination or selection of manufacturer (Contractor's option). Where indicated to be selected from among standard options available within industry, selection is Architect's prior to determination or selection of manufacturer.
 7. Other Materials: All other materials, not specifically described, but required for a complete and proper installation the Work, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval of the Architect.
- C. Refer to Section 01 6000 Product Requirements for general products, materials, equipment, and installation requirements which applies to all of the Work.

1.6 SUBMITTALS

- A. Requests for Substitutions: Submit requests for substitutions on copies of Substitution Request Form, fully identified for product, material or method being replaced by substitution, including related specification section(s) and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include full documentation, including: Product data, samples where appropriate, detailed performance comparisons and evaluation, testing laboratory reports where applicable, coordination information for effect on other work and time schedule, cost information for proposed change order, Contractor's general certification of recommended substitution, and similar information relevant to circumstances.
- B. Certification: Submit with substitution request certification by Contractor to the effect that, in its opinion and after its thorough evaluation, proposed substitution will result in total work which is equal to or better than the work originally required by Contract Documents, in every respect of significance except as specifically stated in certification; and that it will perform adequately in application indicated, regardless of equality and exceptions thereto. Include in certification, Contractor's waiver of rights to additional payment and time which may subsequently be necessitated, by failure of substitution to perform adequately, and for required work to make corrections thereof in accordance with provisions of the Contract Documents.
- C. Change Order Procedure: Submit requests for substitutions which propose a change in either the Contract Sum or Contract Time, as required by this section and in form and by procedures required for change order proposals.

- D. Action by Architect: Architect will request additional information or documentation as may be needed for his evaluation of request. Architect will notify the Contractor of either acceptance or rejection of proposed substitution. Rejection will include statement of reasons for rejection (non-compliances with requirements for requested substitutions, or other sufficient reasons).
- E. Approval: Approval of substitution is possible only by written approval. Approval of substitution that affect a change in cost or time is possible only by Change Order procedure.

PART 2 - NOT USED.

PART 3 - NOT USED.

END OF SECTION

PART 1 - GENERAL

1.1 SCOPE

- A. Provide all submittals, including shop drawings, product data, samples, schedules, reports, and requests for substitutions, as required by the Bidding and Contract Documents and in strict accordance with the provisions of this section.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. Contractual Requirements for Submittals: 00 7200 General Conditions and 00 7300 Supplementary Conditions.
- B. Individual Submittals Required: Pertinent sections of these specifications.
- C. Substitution Request Requirements: 00 1000 Bid Solicitation, and 01 2500 Product Substitution Procedures.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Submit required shop drawings drawn to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work. Submit related shop drawings together; partial submittals will not be accepted. Provide manufacturer's name and model number of prefabricated items and indicate methods of attachment and clearances required relative to other trades affecting all elements of the work. Identify deviations from the Contract Documents (if any), check dimensions, check that trades have been coordinated and that no conflict will develop in this installation. Originator shall indicate its review and check of shop drawings with reviewer's initials. After reviewing the shop drawings and prior to submitting to Architect, indicate Contractor's approval by signing and dating on Contractor's stamp. Upon review by Architect shop drawings that appear not to be thoroughly coordinated and checked are subject to rejection without further review. Failure to follow these procedures will result in rejection of the submission and no additional contract time will be allowed for delay from this cause.

2.2 PRODUCT DATA AND SAMPLES

- A. Submit electronic copies of product data for Architect's review for items specified in the various specification sections. Submit samples, where specified, along with product data. Make all submissions affecting color selection within 30 days after signing the contract. Mark data clearly to indicate exact items submitted, and note deviations from Contract Documents (if any). After reviewing the submittals, indicate approval by signing and dating on Contractor's stamp, and submit to the Architect for review.

2.3 PROGRESS SCHEDULE

- A. Within 7 days after Notice to Proceed, submit to the Architect a bar- chart type progress schedule indicating a time bar for each trade or operation of work to be performed at the site. Time bar shall demonstrate planned work, properly sequenced and intermeshed, for expeditious completion of work. Identify phases if required.
- B. Submit progress schedule on reproducible stock as specified for shop drawing.
- C. Distribute progress schedule including all updates to Architect, Owner, subcontractors, suppliers, fabricators, and others with a need-to-know schedule compliance requirement.

2.4 SCHEDULE OF VALUES

- A. Submit schedule of values on AIA Document G703 (Continuation Sheet for G702). Itemize separate line cost for each major item of work and each subcontracted item of work.

2.5 APPLICATION AND CERTIFICATE FOR PAYMENT

- A. Submit Application and Certificate for Payment in format established by AIA Document G702 and G703.

2.6 MANUAL

- A. Upon completion of the work and prior to final payment, submit to the Architect a flash drive, containing five indexed sections as follows:
 - 1. Subcontractors: A listing of all subcontractors for the project, including portions of work done, address and telephone number of the firm, and contact at the firm familiar with the project.
 - 2. Guaranties and Warranties: One fully executed copy of each guaranty and warranty specified.
 - 3. Certificates: One fully executed copy of each certificate specified.
 - 4. Instructions: One operating, service, and maintenance manual or instruction sheet for each item specified.
 - 5. List of Record Drawings, Shop Drawings, Product Data, and Samples.

2.7 DRAWINGS AND SUBMITTALS PACKAGE

- A. Upon completion of the work and prior to final payment, submit a flash drive labeled with the project name and containing one copy of all final record drawings, specifications, shop drawings, product data, and samples. In addition, submit one set of record drawings to be retained by the Architect.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Completely identify each submittal and resubmittal by showing at least the following information (on the transmittal letter), without exception. Submittals without complete identification are subject to return without review.
 - 1. Name and address of submitter, plus name and telephone number of the

- individual who may be contacted for further information.
- 2. Name of project as it appears on each page of these specifications.
- 3. Drawing number and specifications section number to which the submittal applies.
- 4. Whether this is an original submittal or resubmittal.
- 5. Contractor's approval stamp certifying its review and coordination.

3.2 TIMING OF SUBMITTALS

- A. General: Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. Delays: Costs of delays due to late submittals may be back-charged as necessary and shall not be borne by the Owner or Architect.

END OF SECTION

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 General Requirements Sections apply to all Work.

1.2 ADMINISTRATION AND SUPERVISION

- A Coordination: Coordinate various elements of the Work and entities engaged to perform the Work; and coordinate the Work with existing conditions, and with Work by separate contractors (if any) and the Owner.
- B Pre-Construction Meeting: Within 15 days after execution of agreement, the Architect will prepare an agenda and schedule a pre-construction meeting. Written notice of meeting date, time and place, and agenda items will be sent to the Owner, Contractor, and Separate Contractors. The Contractor shall be responsible for notifying major Subcontractors of meeting.
- C Project Meetings: Conduct general progress and coordination meetings at least once weekly, attended by a representative of each primary entity engaged for performance of the Work. Hold additional meetings as progress of work dictates or when requested by the Architect. At least 4 days prior to meeting, send written notice of meeting date, time and place, and agenda of meeting to the Owner, Architect, Separate Contractors, Subcontractors and others as pertinent to agenda. Record discussions and decisions, and within 4 days distribute copies to those attending and others affected including the Architect. Schedule meetings to coordinate with preparation of payment requests.

1.3 INSPECTIONS AND TESTS

- A General: Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection and test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of Contract Documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching Work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the Work, to the Architect by the most expeditious means possible.

1.4 FIELD ENGINEERING AND LAYOUT

- A General: Working from lines and levels established by the property survey, and as shown in relation to the Work, establish and maintain bench marks and other dependable markers to set the lines and levels for the Work at each level of construction and elsewhere on the Site as needed to properly locate every element of the Work of the entire Project. Calculate and measure required dimensions as shown (within recognized tolerances if not otherwise indicated); do not scale the drawings to

determine dimensions. Maintain a log of layout work. Record deviations (if any) from Contract Document information on existing conditions, and review with Architect at time of discovery. Continuously advise tradesmen performing the Work, of the marked lines and levels provided for use in the layout of the Work.

1.5 CUTTING AND PATCHING

- A. Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load/deflection ratio. Submit proposal and request and obtain Architect's approval before proceeding with cutting and patching of structural work.
- B. Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's acceptance before proceeding with cutting and patching of such work.
- C. Visual/Quality Limitations: Do not cut and patch Work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by the Architect.
- D. Limitations on Approvals: Architect's approval to proceed with cutting and patching does not waive right to later require removal/replacement of Work found to be cut and patched in an unsatisfactory manner, as judged by the Architect.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SCOPE

- A. Administrative and procedural requirements for Special Procedures.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Acceleration of Work:

1. Complete the Work in accordance with Construction Schedule. If Contractor falls behind schedule, take such actions as are necessary, at no additional expense to Owner, to bring progress of the Work back in accordance with schedule.
2. Owner may request proposal for completion of the Work at date earlier than expiration of Contract Time:
 - a. Promptly provide requested proposal showing cost of such acceleration of the Work. Consult with owner and Architect regarding possible options to decrease cost of such acceleration.
 - b. If Owner determines to order acceleration of the Work, change in Contract Sum and Contract Time resulting from acceleration will be included in a Change Order.

B. QUALITY ASSURANCE

1. Regulatory Agency Sustainability Approvals.
 - a. Meet regulation of 29 CFR 1926 OSHA, 'Construction Industry Regulations'.
 - b. Owner's Safety Requirements:
 - (1) Personal Protection:
 - (a) Contractor shall ensure:
 - i. Positive means of fall protection, such as guardrails system, safety net system, personal fall arrest system, etc., is provide to employees whenever exposed to a fall 6 feet or more above a lower level.
 - ii. Personnel working on Project shall wear hard hats and safety glasses as required by regulation and hazard.
 - iii. Personnel working on Project shall wear long or shirt sleeve shorts, long pants, and hard-toes boots or other sturdy shoes appropriate to type and phase of work being performed.
 - (b) Contractor Tools and Equipment:
 - i. Contractor shall ensure:
 - (i) Tools and equipment are in good working condition, well maintained, and have necessary guards in place.
 - (ii) Ground Fault Circuit Interrupter (GFCI) is utilized on power cords and tools.
 - (iii) Scaffolding and man lifts are in good working conditions, erected and maintained as required by governmental regulations.
 - (iv) Ladders are in good condition, well maintained, used as specified by Manufacturer, and secured as required.
 - ii. Miscellaneous — Contractor shall ensure:
 - (i) Protection is provided on protruding rebar and other

- similar objects.
- (ii) General Contractor Superintendent has completed the OSHA 10-hour construction outreach training course or equivalent.
- (iii) Implementation and administration of safety program on Project.
- (iv) Material Safety Data Sheets (MSDS) are provided for substances or materials for which an MSDS is required by governmental regulation before bringing on site.
- (v) Consistent safety training is provide to employees on Project.
- (vi) Implement and coordinate Lockout/Tagout procedures with Owner's Representative as required.
- iii. Report accidents involving injury to employees on Project that require off-site medical treatment to Owner's designated representative.
- (C) HOt Work Permit:
 - i. Permit shall document that fire prevention and protection requirements in 29 CFR 1926.352, 'Fire Prevention' have been implemented prior to beginning hot work operations.
 - ii. Required for doing hot work involving open flames or producing heat or sparks such as:
 - (i) Brazing
 - (ii) Cutting
 - (iii) Grinding
 - (iv) Soldering
 - (v) Thawing pip
 - (vi) Torch applied roofing
 - (vii) Welding.

PART 2 - PRODUCTS — Not Applicable

PART 3 - EXECUTION — Not Applicable

END OF SECTION

PART 1 - GENERAL

1.1 GENERAL DEFINITIONS

- A. Refer to General Conditions for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the Work, but not by way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Architect's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, alterations, mock-ups, and similar items.
- B. Costs: Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage, maintenance, and removal until time of Substantial Completion for each major area of Project. Temporary facilities remain property of Contractor.
- C. Acquisition of temporary facilities and their use by subcontractors shall be as designated by Contractor.

1.2 TEMPORARY UTILITY SERVICES

- A. Sources: Connect with local/municipal services and franchised utility companies where feasible.
 - 1. Water: Clean and drinkable.
 - 2. Changeover: At earliest feasible date, use permanent utility services installed for project, and disconnect and remove temporary service lines. Prior to Substantial Completion, restore permanent utilities to specified (or existing) conditions.

1.3 TEMPORARY CONSTRUCTION FACILITIES

- A. Enclosure: Enclose spaces requiring temporary heat, and other spaces where Work would otherwise be adversely affected.
- B. Temporary Heating and Ventilation: Provide temporary heat where indicated and where needed for the proper performance of the work, for curing or drying of work recently installed, and protection of work in place from adverse effects of low temperatures. Until the time the mechanical-electrical systems of Project can be used to provide temporary heat, provide space heaters which are UL labeled and approved for construction space heating by appropriate agency. Provide adequate ventilation and thermostatic control.
- C. Construction Aids: Provide and maintain for the duration of construction temporary equipment and apparatus including scaffolds, canopies, tarpaulins, barricades, warning signs, steps, ladders, platforms, ramps, and other temporary construction aids and miscellaneous facilities as necessary for proper completion of the work. Comply with pertinent safety regulations.
- D. Miscellaneous Facilities: Provide miscellaneous facilities as needed.

1.4 TEMPORARY SUPPORT FACILITIES

- A. General: Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of Substantial Completion.
- B. Temporary Sanitary Facilities: Provide on-site temporary toilet facilities for use of all construction personnel; maintain in a sanitary condition at all times. Comply with applicable codes and regulations of the authorities having jurisdiction. Do not permit use of permanent facilities.

1.5 SECURITY AND PROTECTION

- A. General: Provide facilities and services as necessary to effectively protect Project from losses and people from injury during course of construction.
- B. Lockup and Security: As construction of building structure or shell progresses and it becomes feasible to secure Project against intrusion, provide temporary security enclosure, doors, and locks as necessary to prevent unauthorized entrance.

1.6 REMOVAL

- A. Maintain all construction facilities and temporary controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Architect.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 STANDARDS AND REGULATIONS

- A. General Applicability of Standards: As indicated in the Contract Documents, and except to the extent more explicit or more stringent requirements are written directly into the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Immediately refer discrepancies to Architect for resolution of overlapping and conflicting requirements which result from the application of several different industry standards to the same unit of work.
 - 1. Referenced standards (referenced directly in the Contract Documents or by governing regulation) have precedence over non-referenced standards which are recognized in the industry for applicability to the work.
 - 2. Non-referenced standards are hereby defined, except as otherwise limited in the Contract Documents, to have direct applicability to the work as recognized in the building construction industry, and will be so enforced for the performance of the work.
- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.

1.2 GOVERNING REGULATION/AUTHORITIES

- A. General: Contact governing authorities directly for necessary information and decisions having a bearing on the performance of the Work.
- B. Applicable Codes: For the purposes of this Project the codes and regulations that shall apply to the Work include, but are not necessarily limited to the following:
 - 1. International Building Code
 - 2. International Fire Code
 - 3. International Mechanical Code
 - 4. International Plumbing Code
 - 5. National Electric Code
 - 6. UL Fire Resistance Directory
 - 7. Any adopting Ordinances by City of Republic, MO.

1.3 WARRANTIES (GUARANTIES)

- A. Categories of warranties required for the Work include the following. Refer to sections of Divisions 2 through 33 for requirements of specified warranties.
 - 1. Special project warranty issued by Contractor and, where required, countersigned by Installer or other recognized entity involved in performance of the work.
 - 2. Specified product warranty issued by a manufacturer or fabricator, for compliance with requirements in Contract Documents.

3. Coincidental product warranty available on a product incorporated into the Work, by virtue of manufacturer's publication of warranty without regard for application requirements (non-specified warranty).
- B. Warranty Obligations: Requirements for correction of the Work shall be as required in the General Conditions, AIA A201-2017 paragraph 12.2, as modified. The obligations of the Contractor for correction of defective Work and fulfilling terms of warranties survives Final Completion of the project. The obligations of the Contractor shall be as required by the Contract Documents and shall not be limited by the availability or terms of manufacturer's warranty. Restore or remove and replace warranted Work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty. Restore or remove and replace other Work which has been damaged by failure of warranted Work, or which must be removed and replaced to gain access to warranted Work. Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damages to other than Work of the Contract, (e.g. building contents). Cost of restoration or removal and replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing Work.
- C. Reinstatement of Warranty: Upon restoration or removal and replacement of warranted Work which has failed, reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- D. Owner's Recourse: Warranties and warranty periods do not diminish implied warranties, and do not deprive Owner of actions, rights and remedies otherwise available under law for Contractor's failure to fulfill requirements of the Contract Documents. Owner reserves the right to reject coincidental product warranties considered to be conflicting with or detracting from requirements of the Contract Documents.

1.4 DRAWINGS AND SPECIFICATIONS

- A. Omissions from the drawings or specifications or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the Work, and the Work shall be performed as if fully and correctly set forth and described in the Contract Documents. Obligations of the Contractor to review the Contract Documents, to report discrepancies, and to request clarification are described in the General Conditions and Supplementary Conditions.

1.5 DELIVERY, STORAGE AND HANDLING

- A. General: Receive, store and handle products, materials and equipment in a manner which will prevent loss, deterioration and damage. Schedule deliveries to minimize long term storage at project site. Deliver manufactured materials in original unopened packages bearing the name of the manufacturer, and as applicable, testing agency label and with complete manufacturer's instructions for installation of material according to approved test report.

PART 2 - PRODUCTS -- Not Applicable

PART 3 - EXECUTION

3.1 PREPARATION FOR INSTALLATION

- A. Prior to starting installation of each major component of the Work, hold a pre-installation conference, attended by each entity involved or affected by planned installation. Include technical representatives of product manufacturer(s) and others recognized as expert or otherwise capable of influencing the success of the installation. Review significant aspects of requirements for the Work.
- B. Coordinate the Work of other trades as required to make provisions for proper installation of specified Work. Verify that the specified Work may be installed in accordance with all pertinent codes and regulation, the original design, and the accepted submittals.
- C. Examine Work in place on which specified Work is in any way dependent. Inspect substrate and conditions for installation, make field measurement to verify or supplement dimensions indicated. Report (in writing) unsatisfactory conditions. Correct unsatisfactory conditions before proceeding. Inspect each product immediately before installation, and do not install damaged or defective products, materials or equipment.
- D. Whenever possible fabricator shall make field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting of specified Work. Otherwise, make allowances for field fitting and indicate actual field measurements on shop drawings.

3.2 INSTALLATION, GENERAL REQUIREMENTS

- A. Comply with applicable fire rated assemblies, governing regulations, and latest manufacturer's instructions and recommendations to extent printed information is more detailed or stringent than requirements contained directly in Contract Documents. Report discrepancies to Architect requesting clarification before proceeding with Work.
- B. For installation of specified Work use only personnel who are skilled in the Work required, completely familiar with the manufacturer's recommended methods of installation, and thoroughly familiar with the requirements for the specified Work.
- C. Install Work during time and under conditions which will ensure best possible results, coordinated with required inspections and testing.
- D. Anchor Work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.
- E. Install individual units of Work at industry recognized mounting heights, if not otherwise indicated; refer uncertainties to Architect before proceeding.
- F. Where indicated or needed for operation and maintenance, provide permanent nameplates on equipment, located in inconspicuous places, and containing suitable information and operation data. Do not remove fire classification labels or paint or otherwise cause to be unreadable.

3.3 CORRECTION OF DEFECTIVE WORK

- A. Restore all defective or damaged Work to initial or specified condition. Defective or damaged items or components which cannot be repaired or restored to initial or specified condition shall be removed and replaced at no additional cost to Owner. Refer to related requirements in General Conditions, AIA A201-2017 Article 12, Correction of Work, as modified.

3.4 TESTING AND INSPECTION

- A. Make all necessary arrangements for and coordinate specified Work with required inspections and tests by governing authority or independent testing agency.
- B. Make all necessary arrangements for and secure all required inspections and all required approvals from all regulatory agencies having jurisdiction.

3.5 CLEANING AND PROTECTION

- A. General: Clean each element of Work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

PART 1 - GENERAL

1.1 GENERAL

- A. The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurance. Closeout requirements relate to both Final Completion and Substantial Completion of Work, and apply to individual portions of completed Work as well as the total Work. Specific requirements in other sections have precedence over general requirements of this section.
- B. After Substantial Completion, continue to diligently prosecute all remaining Work in an organized, efficient manner until completion.

1.2 PROCEDURES AT SUBSTANTIAL COMPLETION

- A. Prerequisites: Comply with General and Supplementary Conditions and Division 1 General Requirements and complete the following before requesting Architect's inspection of the Work, or designated portion, for Substantial Completion.
 - 1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of Work, enabling Owner's unrestricted occupancy and use.
 - 2. Submit record documentation, maintenance manuals, tools, spare parts, extra materials, keys, and similar operational items.
 - 3. Test all equipment and systems demonstrating to Architect they are correctly installed and operating properly. Submit written record of the tests and results.
 - 4. Complete instruction of Owner's operating personnel, and startup of systems.
 - 5. Complete final cleaning, and remove temporary facilities and tools.
- B. Inspection Procedures: Upon receipt of Contractor's request, including Contractor's initial punch list, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare Certificate of Substantial Completion, or advise Contractor of Work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that Work has been substantially completed. Results of completed inspection will form the "punch list" for final inspection.

1.3 PROCEDURES AT FINAL ACCEPTANCE

- A. Re-inspection Procedure: Upon receipt of Contractor's notice that Work has been completed, including punch list items resulting from earlier inspections, and accepting incomplete items delayed because of acceptable circumstances, Architect will re-inspect Work. Upon completion of re-inspection, Architect will either recommend final acceptance and final payment, or advise Contractor of Work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

1.4 RECORD DOCUMENTATION

- A. Maintenance Manuals: Provide flash drive containing required maintenance manuals, properly identified and indexed per the specification section. Include operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system or equipment item.

1.5 GENERAL CLOSEOUT REQUIREMENTS

- A. Operator Instructions: Require each Installer of systems requiring continued operation/maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems. As a minimum, provide instructions for the following categories of Work.
 - 1. Kennel Enclosure Information and colors
- B. Final Cleaning: At closeout time, clean or re-clean entire Work to normal level for "first class" maintenance/cleaning of building projects of similar nature. Remove non-permanent protection and labels, clean exposed finishes, touch-up minor finish damage, remove debris and broom clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by the Architect.

PART 2 - NOT APPLICABLE

PART 3 - NOT APPLICABLE

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of kennel enclosures and cages is indicated on drawings.

1.3 QUALITY ASSURANCE

- A. Provide aluminum plastic panel kennel dividers with stainless steel gates and latches in Indoor & Outdoor Pens Areas.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data, and installation instructions for metal panels, FRP panels, fiberglass enclosures, gates and accessories.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Stainless Steel/FRP Dividers with Stainless steel stall fronts and gates:
 - a. Mason Company
 - b. Shor-Line
 - c. Snyder Manufacturing
 - 2. Fiberglass Cages
 - a. Mason Company
 - b. Shor-Line
 - c. Snyder Manufacturing

2.2 KENNELS - ALUMINUM/FRP/STAINLESS STEEL DIVIDERS W/ STAINLESS STEEL STALL FRONTS & GATES

- A. Basis of Design is by Mason Co. Dividers are aluminum framed isolation panels with FRP on bottom portion and stainless-steel welded wire on upper portion; gates and latches are stainless steel.

1. Divider Panels:
 - a. Panels shall be constructed of an outer framework of 6063-T52 aluminum U-channel "7½" x "1" x 1/8" thick. Internal braces shall be 6061-T6 aluminum H-channels 1½" x "7½" x 1/8" thick.
 - b. Bottom Portion of isolation panels shall be .030" FRP bonded on each side of a .400" HDPE substrate (48" high). Solid faced panels to be perimeter sealed to the aluminum framework (48" high).
 - c. Upper portion of isolation panels shall be constructed from stainless steel welded wire.
 - (1) Wire panels shall be welded at each juncture and shall consist of 3/16" diameter vertical wires with 1½" spacing between wires and 3/16" diameter horizontal wires with 4¼" spacing between wires.
 - (2) Wire panels shall be contained by means of a semi-rigid PVC extrusion inset into the aluminum frame.
2. Stainless Steel Gates & Stall Fronts
 - a. Gate and stall front frames shall consist of 1" x 16 gauge square 304 A-554 welded stainless steel tubing with 180 grit polish. Each corner of the frame shall be TIG welded.
 - b. Gate grids shall be constructed of 304 stainless steel wire 3/16" in diameter in the vertical direction with 15/16" spacing between wires, and 304 stainless steel wire 3/16" in diameter in the horizontal direction with 3-5/8" or less spacing between wires.
 - c. Horizontal and vertical wires shall be resistance welded at each juncture and each wire shall insert into the framework.
 - d. Gate Hinges shall consist of two 3/8" diameter stainless steel hex head screws which shall be threaded into stainless steel tapped plugs inserted into the top and bottom of the door frame. Each plug shall contain a nylon pivot bushing for smooth precision rotation.
 - e. Patented stainless steel two-way latch shall open both outward and inward. The latch shall secure automatically when gate is closed from the outward position and from the inward position it shall be able to latch and open from the inside of kennel. It shall be designed to accept a padlock. The two-way latch bar, the latch catch, and the swing pendant shall be made from 304 stainless steel.

PART 3-EXECUTION

3.1 INSTALLATION

- A. Do not begin installation and erection before construction is completed, unless otherwise permitted.
- B. Gates: Install gates plumb, level, and secure for full opening without interference. Adjust hardware for smooth operation and lubricate where necessary.
- C. Clean and disinfect kennel enclosures and observation cages at Substantial Completion.
- D. Lubricate door hinges, adjust gate locks and any other moving parts at Substantial Completion to ensure proper operation.

END OF SECTION

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of chain link fences and gates is indicated on drawings.

1.3 QUALITY ASSURANCE

- A. Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data, and installation instructions for metal fencing, fabric, gates and accessories.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Dimensions indicated for pipe, roll-formed, and H-sections are outside dimensions, exclusive of coatings.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Heavy Duty Galvanized Steel Fencing and Fabric:
 - a. Carnahan-White Fence Company
 - b. Robinson Fence Company
 - c. Hoover Fence Company
 - d. Anchor Fence Co., Inc.

2.2 STEEL FABRIC

- A. Fabric: No. 9 ga. size steel wires, 2" mesh, with top selvages knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high. Furnish one-piece fabric widths for fencing up to 12 ft. high.
 - 1. Fabric Finish: Galvanized, ASTM A 392, Class II, with not less than 2.0 oz. zinc per sq. ft. of surface.

2.3 FRAMING & ACCESSORIES

- A. Steel Framework, General: Galvanized steel, ASTM A 120 or A 123, with not less than 1.8 oz. zinc per sq. ft. of surface.
1. Fittings & Accessories: Galvanized, ASTM A 153, with zinc weights per Table I.
- B. End, Corner and Pull Posts: Minimum sizes and weights as follows:
1. Steel Fencing:
 - a. Up to 6 ft. fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft., or 3.5" x 3.5" roll-formed sections, 4.85 lbs. per lin. ft.
 - b. Over 6 ft. fabric height, 2.875" OD steel pipe, 5.79 lbs. per lin. ft., or 3.5" x 3.5" roll-formed sections, 4.85 lbs. per lin. ft.
- C. Line Posts: Space 8 ft. O.C. maximum, unless otherwise indicated, of following minimum sizes and weights.
1. Steel Fencing:
 - a. Up to 6 ft. fabric height, 1.90" OD steel pipe, 2.70 lbs. per lin. ft. or 1.875" x 1.625" C-sections, 2.28 lbs. per lin. ft.
 - b. 6 ft. to 8 ft. fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft. or 2.25" x 1.875" H-sections, 2.64 lbs. per lin. ft.
 - c. Over 8 ft. fabric height, 2.875 OD steel pipe, 5.79 lbs. per lin. ft. or 2.25" x 1.875" H-sections, 3.25 lbs. per lin. ft.
- D. Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:
1. Steel Fencing:

a. <u>Leaf</u>	<u>Width</u>	<u>Gate Post lbs./lin. ft.</u>
b. Up to 6'	2.875" OD pipe or	5.79
	3.5" x 3.5" roll-formed	4.85
- E. Top Rail: Manufacturer's longest lengths, with expansion type couplings, approximately 6" long, for each joint. Provide means for attaching top rail securely to each gate corner, pull and end post.
1. Steel Fencing: 1.66 OD pipe, 2.27 lbs. per lin. ft. or 1.625" x 1.25" roll-formed sections 1.35 lbs. per lin. ft.
- F. Wire Ties: 11 ga. galvanized steel wire.
- G. Post Brace Assembly: Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 3/8" diameter rod and adjustable tightener.
- H. Stretcher Bars: One-piece lengths equal to full height of fabric, with minimum cross-section of 1/16" x 3/4". Provide one stretcher bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into post.

- I. Stretcher Bar Bands: Space not over 15" O.C., to secure stretcher bars to end, corner, pull, and gate posts.

2.4 GATES

- A. Fabrication: Fabricate perimeter frames of gates from metal and finish to match fence framework. Assemble gate frames by welding or with special fittings and rivets for rigid connections, providing security against removal or breakage connections. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware and accessories. Space frame members maximum of 8' apart unless otherwise indicated.
 1. Provide same fabric as for fence, unless other indicated. Install fabric with stretcher bars at vertical edges and at top and bottom edges. Attach stretcher bars to gate frame at not more than 15" O.C.
 2. Install diagonal cross-bracing consisting of 3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.
- B. Swing Gates: Fabricate perimeter frames of minimum 1.90" OD pipe.
- C. Gate Hardware: Provide hardware and accessories for each gate, galvanized per ASTM A 153, and in accordance with the following:
 1. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180° gate opening. Provide 1-1/2 pair of hinges for each leaf over 6 ft. nominal height.
 2. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch.
- D. Concrete: Provide concrete consisting of portland cement, ASTM C 150, aggregates ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2,500 psi using at least four sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air ASTM C 260.

PART 3- EXECUTION

3.1 INSTALLATION

- A. Do not begin installation and erection before construction is completed, unless otherwise permitted.
- B. Top Rails: Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- C. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
- D. Tension Wire: Install tension wires through post cap loops before stretching fabric and tie to each post cap with not less than 6 ga. galvanized wire. Fasten fabric to tension wire using 11 ga. galvanized steel hog rings spaced 24" O.C.

- E. Fabric: Leave approximately 2" between finish grade and bottom sewage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.
- F. Stretcher Bars: Thread through or clamp to fabric 4" O.C., and secure to posts with metal bands spaced 15" O.C.
- G. Gates: Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.
- H. Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns. Bend ends of wire to minimize hazard to persons or clothing. Tie fabric to line posts, with wire ties spaced 12" O.C. Tie fabric to rails and braces, with wire ties spaced 24" O.C. Tie fabric to tension wires, with hog rings spaced 24" O.C.
- I. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.2 PIPE SIZE REFERENCE TABLE

<u>OD in.</u>	<u>ID in.</u>	<u>lb./lin.ft.</u>
1.66	1-1/4	2.27
1.90	1-1/2	2.70
2.375	2	3.65
2.875	2-1/2	5.79
4.000	3-1/2	9.11

END OF SECTION

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none">Furnishing and installation of all materials and labor in the attached Kennel EnclosuresInstall new Dog Runs inside and outAll bids to include:<ul style="list-style-type: none">Travel ExpensesFreight/Shipping CostsAny other administrative costsAll work must be completed by June 30th, 2020 <p>Please note any of the following:</p> <ul style="list-style-type: none">Any labor personnel requests of the City of Republic for this project.Any other requests or responsibilities of the City of Republic for this project.	\$ _____

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

City of Republic – Perimeter Fencing and Kennel Barriers for the Animal Control Center 312 N Main St., Republic, MO 65738	
	Company Name:
	Address:
Telephone:	
Facsimile:	Signed Dated
E-mail:	
Cellular:	Printed Title
	Bidders Federal ID Number:

To be submitted with Vendor's Bid

To be submitted with Vendor's Bid

_____ We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

Addendum No. _____

Addendum No. _____

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB * FOR DESCRIPTION FOR THE FOLLOWING REASON(S):

Addendum No. _____

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

Addendum No. _____

Addendum No. _____

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

Print Email _____

Print Federal Tax ID No. _____

CITY OF REPUBLIC STATEMENT OF "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990

Contract Date:

Contract #: _____

Letter Effective Date:

Certificate Expiration Date:

Revised Expiration Date: _____

Project Description: Republic Aquatic Center – Flowrider Refurbishment

Project Location: 711 E. Miller Rd. Republic, Missouri

Estimated Project Completion Date: April 30, 2019

Auth. Signature: _____, Mayor Jeff Ussery Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name:

Address:

City/State/Zip:

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

**NOTICE AND INSTRUCTIONS TO CONTRACTORS/SUBCONTRACTORS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 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 by the state or by any political subdivision of the state (e.g., City of Republic, 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)]

The City of Republic, Missouri, in order to comply with sections 285.525 through 285.550 RSMO, requires the following Bid and contract documents:

Required Affidavit for Contracts Over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. 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
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Copies of affidavit can be found and downloaded on the City of Republic Missouri Public Works website;

The City of Republic encourages companies that are not 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/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.
FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00**

EFFECTIVE 1/1/2009

STATE OF _____)
) ss.
COUNTY 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), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly
sworn did depose and say:

- (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 R.S. Mo., et seq.

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

Signature

Printed 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

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Sample
E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> Furnishing and installation of all materials and labor in the attached Kennel Enclosures Install new Dog Runs inside and out All bids to include: <ul style="list-style-type: none"> Travel Expenses Freight/Shipping Costs Any other administrative costs All work must be completed by June 30th, 2020 <p>Please note any of the following:</p> <ul style="list-style-type: none"> Any labor personnel requests of the City of Republic for this project. Any other requests or responsibilities of the City of Republic for this project. 	\$ <u>53,800.00</u>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

City of Republic – Perimeter Fencing and Kennel Barriers for the Animal Control Center 312 N Main St., Republic, MO 65738	Company Name: <u>Carnahan white LLC</u>
	Address: <u>1845. S. St Hwy mm</u>
	<u>Springfield MO 65802</u>
Telephone: <u>417-883-0733</u>	Signed <u>Dean Powers</u>
Facsimile: <u>417-883-1152</u>	Dated <u>5-26-20</u>
E-mail: <u>dean@carnahanwhite.com</u>	
Cellular: <u>417-848-8990</u>	Printed Title <u>Dean Powers Sales</u>
	Bidders Federal ID Number: <u>352494025</u>

To be submitted with Vendor's Bid

☒ We DO NOT take exception to the IFB Documents/Requirements.

☐ We TAKE exception to the IFB Documents/Requirements as follows:

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum: 1

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

Addendum No. ____

Addendum No. ____

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB * FOR DESCRIPTION FOR THE FOLLOWING REASON(S):

Addendum No. ____

____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

Addendum No. ____

Addendum No. ____

____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

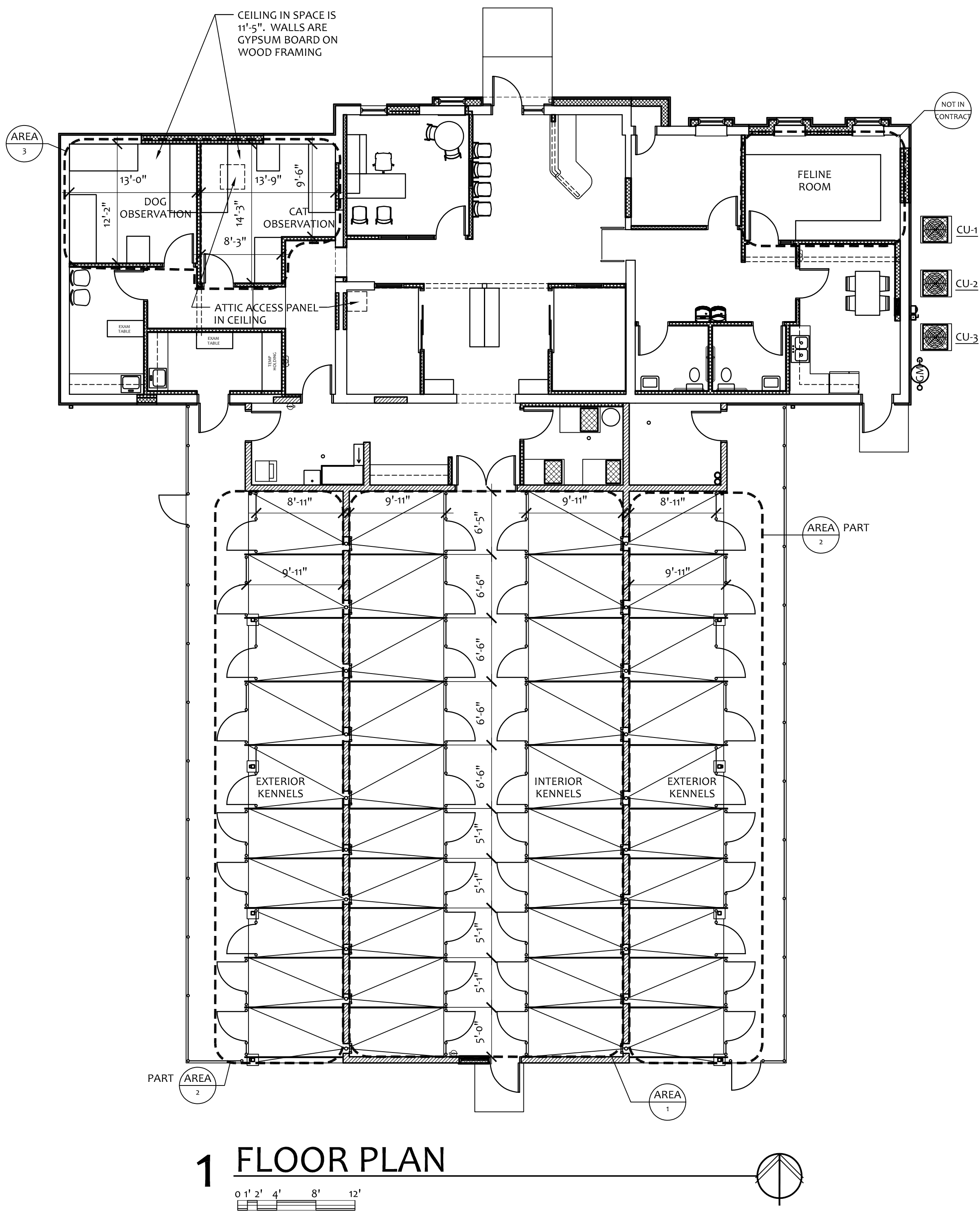
Print Email dean@CarnahanWhite LLC

Print Federal Tax ID No. 352494025

BID SPECIFICATIONS

The requested proposals are for furnishing and installation of all materials and labor in the attached Kennel Enclosures

To supply and install 40 dog pens with 6' tall chain link with 3' wide gates. The 20 inside cages approximately 6' 10" x 10' with a 4' tall aluminum divider on each cage. The 20 outside cages approximately 6' x 9' 6" with a top, and outside perimeter fence of approximately 120' of 6' tall chain link with 2 - 3' wide gates. All materials Shall be black poly coated with top and bottom rails on all fence with a 9 ga fused bonded chain link. Post Shall be installed with a 1/4" x 6" x 6" plate and 1/2" x 4" anchor bolts. Please see Area's 1&2 on the following plan sheet for details



SCOPING NOTES

- AREA 1 (INTERIOR KENNELS)**
 - 1.1. ORANGE OR SAGE GREEN (COLORS BASED ON MASON COMPANY COLOR CHART)
 - 1.2. INTERIOR (6' HIGH OVERALL AND 4' HIGH PRIVACY PANEL BETWEEN KENNELS)
 - 1.2.1. BASE BID - PLASTIC PANELS WITH STAINLESS GATES AND LATCHES SIMILAR TO SANI-KENNELS WITH FRP PANELS, STAINLESS STEEL SWING GATES, AND STAINLESS STEEL LATCHES BY MASON COMPANY
 - 1.2.1.1. SHOR-LINE
 - 1.2.1.2. MASON COMPANY
 - 1.2.1.3. SNYDER MANUFACTURING
 - 1.2.2. DEDUCT ALT: HEAVY DUTY CHAINLINK WITH SOLID PLASTIC PANEL OVER CHAINLINK ON BOTTOM 48"
 - 1.2.1.1. SHOR-LINE
 - 1.2.1.2. MASON COMPANY
 - 1.2.1.3. SNYDER MANUFACTURING
 - 1.2.1.4. CARNAHAN-WHITE
 - 1.2.1.5. ROBINSON FENCE
 - 1.2.1.6. HOOVER FENCE COMPANY
 - 1.2.1.7. EQUAL AS APPROVED
- AREA 2 (EXTERIOR KENNELS)**
 - 2.1. EXTERIOR (6' HIGH OVERALL AND 4' HIGH PRIVACY PANEL BETWEEN KENNELS)
 - 2.1.1. BASE BID - PLASTIC PANELS WITH STAINLESS GATES AND LATCHES SIMILAR TO SANI-KENNELS WITH FRP PANELS, STAINLESS STEEL SWING GATES, AND STAINLESS STEEL LATCHES BY MASON COMPANY
 - 2.1.1.1. SHOR-LINE
 - 2.1.1.2. MASON COMPANY
 - 2.1.1.3. SNYDER MANUFACTURING
 - 2.1.2. DEDUCT ALT: HEAVY DUTY CHAINLINK WITH SOLID PLASTIC PANEL OVER CHAINLINK ON BOTTOM 48"
 - 2.1.2.1. SHOR-LINE
 - 2.1.2.2. MASON COMPANY
 - 2.1.2.3. SNYDER MANUFACTURING
 - 2.1.2.4. CARNAHAN-WHITE
 - 2.1.2.5. ROBINSON FENCE
 - 2.1.2.6. HOOVER FENCE COMPANY
 - 2.1.2.7. EQUAL AS APPROVED
- AREA 3 (DOG & CAT OBSERVATION)**
 - 3.1. DOG OBSERVATION
 - 3.1.1. FIBERGLASS CAGES SIMILAR TO QUIET COTTAGES BY MASON COMPANY
 - 3.1.1.1. GRAY CHIP COLOR
 - 3.1.2. DOG AREA: LARGER ON BOTTOM AND SMALLER ON TOP (5 LARGE, 8-10 MEDIUM, 15 SMALL)
 - 3.2. CAT OBSERVATION
 - 3.1.1. FIBERGLASS CAGES SIMILAR TO QUIET COTTAGES BY MASON COMPANY
 - 3.1.2. CAT AREA: ALL SAME SIZE CAGES

OWNER PROVIDED ITEMS (N.I.C):

- CAT CONDOS IN FELINE ROOM
 - 1.1. MINI CONDO MODEL 340B (STAINLESS STEEL LATCH)
 - 1.2. MINI CONDO MODEL 360 B-S (STAINLESS STEEL LATCH)



Kennel Enclosures & Observation Pens
Republic Animal Control
800 West State Highway 174, Republic, Greene County, MO 65738
City of Republic
213 N Main St., Republic, Greene County, MO 65738

PRELIMINARY
NOT FOR
CONSTRUCTION

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COA Architecture: 000354
COA Engineering: 000657
Project Number: 18-524.01
Date: March 31, 2020

Floor Plan

A1.0

PART 1 - GENERAL

1.1 WORK UNDER THIS CONTRACT

- A. Construction and completion of Kennel Enclosures for Republic Animal Control under a single lump sum contract.

1.2 COORDINATION

- A. Coordinate work with work performed by Owner, including storage of materials and equipment and connections and execution of work.
- B. Provide administrative and supervisory requirements necessary for coordination of work, including meetings, administrative and supervisory personnel, records, reports, limitations for use of site, installation provisions, cutting and patching, cleaning, protection, conservation, and salvage. Coordinate work with work performed by Owner, including storage of materials and equipment, and connections and execution of work.

1.3 CONTRACTOR USE OF PREMISES

- A. During the Contract Period the existing building and parking areas will be in use and occupied. While new work is under construction, confine construction operations, materials, equipment and appliances, within the immediate vicinity of the areas involved (subject to the approval of the Architect at all times), and do not unreasonably obstruct, or interfere with any phase of the Owner's activities. Make any changes in or alterations to the existing facilities, including utility service, without disrupting continuous use by the Owner.
- B. Confine operations at site to areas permitted under Contract. Portions of site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting work while engaged in project construction.
- C. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave vehicles or equipment unattended with motor running or ignition key in place.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where more explicit or stringent requirements are written into the contract documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the contract documents. Such industry standards are made a part of the contract documents by reference. Individual specification sections indicate which codes and standards the Contractor must keep available at project site for reference.
- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

- C. **Conflicting Requirements:** Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the contract documents specifically indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.
- D. **Copies of Standards:** The Contract Documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source.
- E. **Abbreviations And Names:** Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the specifications or other contract documents they are defined to mean the recognized name of the trade association, standards generating organization, governing authority, or other entity applicable to the context of the text provisions.

1.5 ASBESTOS

- A. Do not incorporate into the Work any products or materials containing asbestos.
- B. Notify the Owner of any portion of the Work which Contractor knows or has reason to believe contains asbestos and take necessary procedures to prevent damage or release of asbestos fibers. Any asbestos abatement procedures required and not identified as Work of this Contract shall be performed under a Change Order as a changed condition, or by Owner's separate contractor. A change in contract time, as determined by the Architect, shall be the Contractor's only remedy for delay due to unidentified asbestos abatement work.

PART 2 - PRODUCTS -- (Not Applicable)

PART 3 - EXECUTION -- (Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 AREA 1: ALTERNATE (INDOOR KENNELS — CHAIN LINK)

- A. Deduct alternate price to provide heavy-duty chain-link panels and gates in lieu of plastic and stainless steel in the Base Bid.
- B. State on your Bid Form the amount to deduct from the Base Bid if this alternate is accepted.

1.2 AREA 2: ALTERNATE (OUTDOOR KENNELS — CHAIN LINK)

- A. Deduct alternate to provide heavy-duty chain-link panels and gates in lieu of plastic and stainless steel in the Base Bid.
- B. State on your Bid Form the amount to deduct from the Base Bid if this alternate is accepted.

END OF SECTION

BLANK PAGE

PART 1 - GENERAL

1.1 SCOPE

- A Provide all requests for substitutions and make product selections from specified product options, as required by the Bidding and Contract Documents and in strict accordance with the provisions of this section.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A Contractual Requirements for Submittals: 007200 General Conditions and 007300 Supplementary Conditions.
- B Submission Requirements: 01 3000 Administrative Requirements, except submit only one copy.
- C Substitution Request Requirements: 00 2113 Instructions to Bidders.

1.3 PRE-BID SUBSTITUTION REQUESTS

- A The naming of specified items on the drawings or in the specifications means that such named items are specifically desired by the Architect and/or Owner. Whether or not the words "or equal" or "or acceptable equal" follows such named items, substitution requests may be submitted. To receive consideration requests for substitution must be received by the Architect no later than 3 calendar days prior to bid opening. Requests for substitution received by the Architect later than 3 calendar days prior to bid opening may be rejected without review as "non-responsive".
- B Substitution Request Form: Requests must be submitted on copies of the form included in the Project Manual, and must name the exact item proposed with complete information filled out and back-up data attached as specified on the form. Use separate Substitution Request Form for each item. Submit electronic copy of form and back-up data for architectural, mechanical and electrical items. Requests showing only brand name or manufacturer, or otherwise incomplete, will not be honored. Submit samples if requested.
- C It is not possible or practical to identify in the Contract Documents every factor and criteria that has bearing on the design and quality of materials and construction of which the Architect is aware and must consider in evaluating a proposed substitution and that may be a valid cause for non-acceptance. The Architect is the sole judge as to the equality and acceptability of proposed substitutions. Only written acceptances will be held valid by the Architect. Under no circumstances shall the Architect's acceptance of any such substitution relieve the Contractor from timely, complete, full and proper performance of the work.
- D After the contract is awarded, if revision or arrangement of other equipment is required by any substituted item, drawings showing these revisions must be prepared and submitted as specified for Shop Drawings submittals.

1.4 AFTER-AWARD-OF-CONTRACT SUBSTITUTION REQUESTS

- A Substitution requests will be considered only under the following conditions:
 - 1. Unavailability of specified product due to a strike, lockout, bankruptcy, discontinuance of the manufacturer of a product, or natural disasters. Submit proof that orders were placed within 10 days after review by the Architect of the item listed in the specifications. Failure to order materials in time for proper delivery is not an acceptable condition.
 - 2. When a guarantee of performance is required and, in the judgment of the Contractor, the specified product or process will not produce the desired result.
 - 3. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays; additional compensation to Architect for redesign, investigation, evaluation, and other necessary services; and similar considerations.
 - 4. Proposal includes all necessary coordination and modifications to design, required appurtenances, et cetera, for complete and proper functioning of proposed substitutions, and includes a waiver of all claims for additional costs, under Contractor's responsibility, which may subsequently become apparent.
- B Submit request for such substitutions in writing to the Architect within 10 days of the date of ascertaining unavailability of material or equipment specified, or that the performance cannot be guaranteed.
- C If any substitution will affect a correlated function, adjacent construction, or the work of other trades or contractors, the necessary changes and modifications to the affected work shall be considered as part of the substitution, to be accomplished without additional cost to the Owner, if and when accepted.
- D It is not possible or practical to identify in the Contract Documents every factor and criteria that has bearing on the design and quality of materials and construction of which the Architect is aware and must consider in evaluating a proposed substitution and that may be a valid cause for non-acceptance. Approved substitutions will be effected by a Change Order. Under no circumstances shall the Architect's acceptance of any such substitution relieve the Contractor from timely, full and proper performance of the work.
- E Contractor's submittal of, and Architect's acceptance of, shop drawings, product data, or samples which indicate Work not complying with requirements of Contract Documents, does not constitute an acceptable and valid request for, nor approval of, a substitution.

1.5 PRODUCT OPTIONS

- A General Limitations: Where possible, provide entire required quantity of each generic product, material, or equipment from a single source; and, where not possible to do so, match separate procurements as closely as possible. To extent selection process is under Contractor's control, provide compatible products, materials and equipment. Where available and complying with requirements, provide standard products which have been used previously and successfully in similar applications, and which are recommended by the manufacturer for the application indicated.
- B Product Selections: Comply with following for selection of products, materials, and equipment:
 - 1. Single Product Named: Where "no substitute" is specified provide only that

- product, unless determined to be unavailable, non-compatible with the work, or non-complying with Contract Documents or governing regulations.
2. One or More Products Named (with or without "or acceptable equal"): Provide one of the named products which complies with contract Documents, identified as the basis of the design, or comply with requirements for gaining approval on "substitution" to select and use an unnamed product (i.e., implied "or equal").
 3. Compliance With Standards: Selection of product which complies with Contract Documents, including applicable standards, is Contractor's option, subject to Architect's approval.
 4. Performance Requirements: Selection of product which has been tested to show compliance with Contract Documents, including indicated performances, is Contractor's option, subject to Architect's approval.
 5. Prescriptive Requirements: Selection of product which has been certified by manufacturer to comply with Contract Documents, including prescriptive requirements, is Contractor's option, subject to Architect's approval.
 6. Visual Requirements: Where indicated to be selected from manufacturer's standard options, selection is Architect's, subsequent to determination or selection of manufacturer (Contractor's option). Where indicated to be selected from among standard options available within industry, selection is Architect's prior to determination or selection of manufacturer.
 7. Other Materials: All other materials, not specifically described, but required for a complete and proper installation of the Work, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval of the Architect.
- C. Refer to Section 01 6000 Product Requirements for general products, materials, equipment, and installation requirements which applies to all of the Work.

1.6 SUBMITTALS

- A. Requests for Substitutions: Submit requests for substitutions on copies of Substitution Request Form, fully identified for product, material or method being replaced by substitution, including related specification section(s) and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include full documentation, including: Product data, samples where appropriate, detailed performance comparisons and evaluation, testing laboratory reports where applicable, coordination information for effect on other work and time schedule, cost information for proposed change order, Contractor's general certification of recommended substitution, and similar information relevant to circumstances.
- B. Certification: Submit with substitution request certification by Contractor to the effect that, in its opinion and after its thorough evaluation, proposed substitution will result in total work which is equal to or better than the work originally required by Contract Documents, in every respect of significance except as specifically stated in certification; and that it will perform adequately in application indicated, regardless of equality and exceptions thereto. Include in certification, Contractor's waiver of rights to additional payment and time which may subsequently be necessitated, by failure of substitution to perform adequately, and for required work to make corrections thereof in accordance with provisions of the Contract Documents.
- C. Change Order Procedure: Submit requests for substitutions which propose a change in either the Contract Sum or Contract Time, as required by this section and in form and by procedures required for change order proposals.

- D. Action by Architect: Architect will request additional information or documentation as may be needed for his evaluation of request. Architect will notify the Contractor of either acceptance or rejection of proposed substitution. Rejection will include statement of reasons for rejection (non-compliances with requirements for requested substitutions, or other sufficient reasons).
- E. Approval: Approval of substitution is possible only by written approval. Approval of substitution that affect a change in cost or time is possible only by Change Order procedure.

PART 2 - NOT USED.

PART 3 - NOT USED.

END OF SECTION

PART 1 - GENERAL

1.1 SCOPE

- A. Provide all submittals, including shop drawings, product data, samples, schedules, reports, and requests for substitutions, as required by the Bidding and Contract Documents and in strict accordance with the provisions of this section.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. Contractual Requirements for Submittals: 00 7200 General Conditions and 00 7300 Supplementary Conditions.
- B. Individual Submittals Required: Pertinent sections of these specifications.
- C. Substitution Request Requirements: 00 1000 Bid Solicitation, and 01 2500 Product Substitution Procedures.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Submit required shop drawings drawn to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work. Submit related shop drawings together; partial submittals will not be accepted. Provide manufacturer's name and model number of prefabricated items and indicate methods of attachment and clearances required relative to other trades affecting all elements of the work. Identify deviations from the Contract Documents (if any), check dimensions, check that trades have been coordinated and that no conflict will develop in this installation. Originator shall indicate its review and check of shop drawings with reviewer's initials. After reviewing the shop drawings and prior to submitting to Architect, indicate Contractor's approval by signing and dating on Contractor's stamp. Upon review by Architect shop drawings that appear not to be thoroughly coordinated and checked are subject to rejection without further review. Failure to follow these procedures will result in rejection of the submission and no additional contract time will be allowed for delay from this cause.

2.2 PRODUCT DATA AND SAMPLES

- A. Submit electronic copies of product data for Architect's review for items specified in the various specification sections. Submit samples, where specified, along with product data. Make all submissions affecting color selection within 30 days after signing the contract. Mark data clearly to indicate exact items submitted, and note deviations from Contract Documents (if any). After reviewing the submittals, indicate approval by signing and dating on Contractor's stamp, and submit to the Architect for review.

2.3 PROGRESS SCHEDULE

- A. Within 7 days after Notice to Proceed, submit to the Architect a bar- chart type progress schedule indicating a time bar for each trade or operation of work to be performed at the site. Time bar shall demonstrate planned work, properly sequenced and intermeshed, for expeditious completion of work. Identify phases if required.
- B. Submit progress schedule on reproducible stock as specified for shop drawing.
- C. Distribute progress schedule including all updates to Architect, Owner, subcontractors, suppliers, fabricators, and others with a need-to-know schedule compliance requirement.

2.4 SCHEDULE OF VALUES

- A. Submit schedule of values on AIA Document G703 (Continuation Sheet for G702). Itemize separate line cost for each major item of work and each subcontracted item of work.

2.5 APPLICATION AND CERTIFICATE FOR PAYMENT

- A. Submit Application and Certificate for Payment in format established by AIA Document G702 and G703.

2.6 MANUAL

- A. Upon completion of the work and prior to final payment, submit to the Architect a flash drive, containing five indexed sections as follows:
 - 1. Subcontractors: A listing of all subcontractors for the project, including portions of work done, address and telephone number of the firm, and contact at the firm familiar with the project.
 - 2. Guaranties and Warranties: One fully executed copy of each guaranty and warranty specified.
 - 3. Certificates: One fully executed copy of each certificate specified.
 - 4. Instructions: One operating, service, and maintenance manual or instruction sheet for each item specified.
 - 5. List of Record Drawings, Shop Drawings, Product Data, and Samples.

2.7 DRAWINGS AND SUBMITTALS PACKAGE

- A. Upon completion of the work and prior to final payment, submit a flash drive labeled with the project name and containing one copy of all final record drawings, specifications, shop drawings, product data, and samples. In addition, submit one set of record drawings to be retained by the Architect.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Completely identify each submittal and resubmittal by showing at least the following information (on the transmittal letter), without exception. Submittals without complete identification are subject to return without review.
 - 1. Name and address of submitter, plus name and telephone number of the

- individual who may be contacted for further information.
- 2. Name of project as it appears on each page of these specifications.
- 3. Drawing number and specifications section number to which the submittal applies.
- 4. Whether this is an original submittal or resubmittal.
- 5. Contractor's approval stamp certifying its review and coordination.

3.2 TIMING OF SUBMITTALS

- A. General: Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. Delays: Costs of delays due to late submittals may be back-charged as necessary and shall not be borne by the Owner or Architect.

END OF SECTION

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 General Requirements Sections apply to all Work.

1.2 ADMINISTRATION AND SUPERVISION

- A Coordination: Coordinate various elements of the Work and entities engaged to perform the Work; and coordinate the Work with existing conditions, and with Work by separate contractors (if any) and the Owner.
- B Pre-Construction Meeting: Within 15 days after execution of agreement, the Architect will prepare an agenda and schedule a pre-construction meeting. Written notice of meeting date, time and place, and agenda items will be sent to the Owner, Contractor, and Separate Contractors. The Contractor shall be responsible for notifying major Subcontractors of meeting.
- C Project Meetings: Conduct general progress and coordination meetings at least once weekly, attended by a representative of each primary entity engaged for performance of the Work. Hold additional meetings as progress of work dictates or when requested by the Architect. At least 4 days prior to meeting, send written notice of meeting date, time and place, and agenda of meeting to the Owner, Architect, Separate Contractors, Subcontractors and others as pertinent to agenda. Record discussions and decisions, and within 4 days distribute copies to those attending and others affected including the Architect. Schedule meetings to coordinate with preparation of payment requests.

1.3 INSPECTIONS AND TESTS

- A General: Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection and test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of Contract Documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching Work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the Work, to the Architect by the most expeditious means possible.

1.4 FIELD ENGINEERING AND LAYOUT

- A General: Working from lines and levels established by the property survey, and as shown in relation to the Work, establish and maintain bench marks and other dependable markers to set the lines and levels for the Work at each level of construction and elsewhere on the Site as needed to properly locate every element of the Work of the entire Project. Calculate and measure required dimensions as shown (within recognized tolerances if not otherwise indicated); do not scale the drawings to

determine dimensions. Maintain a log of layout work. Record deviations (if any) from Contract Document information on existing conditions, and review with Architect at time of discovery. Continuously advise tradesmen performing the Work, of the marked lines and levels provided for use in the layout of the Work.

1.5 CUTTING AND PATCHING

- A. Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load/deflection ratio. Submit proposal and request and obtain Architect's approval before proceeding with cutting and patching of structural work.
- B. Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's acceptance before proceeding with cutting and patching of such work.
- C. Visual/Quality Limitations: Do not cut and patch Work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by the Architect.
- D. Limitations on Approvals: Architect's approval to proceed with cutting and patching does not waive right to later require removal/replacement of Work found to be cut and patched in an unsatisfactory manner, as judged by the Architect.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SCOPE

- A. Administrative and procedural requirements for Special Procedures.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Acceleration of Work:

1. Complete the Work in accordance with Construction Schedule. If Contractor falls behind schedule, take such actions as are necessary, at no additional expense to Owner, to bring progress of the Work back in accordance with schedule.
2. Owner may request proposal for completion of the Work at date earlier than expiration of Contract Time:
 - a. Promptly provide requested proposal showing cost of such acceleration of the Work. Consult with owner and Architect regarding possible options to decrease cost of such acceleration.
 - b. If Owner determines to order acceleration of the Work, change in Contract Sum and Contract Time resulting from acceleration will be included in a Change Order.

B. QUALITY ASSURANCE

1. Regulatory Agency Sustainability Approvals.
 - a. Meet regulation of 29 CFR 1926 OSHA, 'Construction Industry Regulations'.
 - b. Owner's Safety Requirements:
 - (1) Personal Protection:
 - (a) Contractor shall ensure:
 - i. Positive means of fall protection, such as guardrails system, safety net system, personal fall arrest system, etc., is provide to employees whenever exposed to a fall 6 feet or more above a lower level.
 - ii. Personnel working on Project shall wear hard hats and safety glasses as required by regulation and hazard.
 - iii. Personnel working on Project shall wear long or shirt sleeve shorts, long pants, and hard-toes boots or other sturdy shoes appropriate to type and phase of work being performed.
 - (b) Contractor Tools and Equipment:
 - i. Contractor shall ensure:
 - (i) Tools and equipment are in good working condition, well maintained, and have necessary guards in place.
 - (ii) Ground Fault Circuit Interrupter (GFCI) is utilized on power cords and tools.
 - (iii) Scaffolding and man lifts are in good working conditions, erected and maintained as required by governmental regulations.
 - (iv) Ladders are in good condition, well maintained, used as specified by Manufacturer, and secured as required.
 - ii. Miscellaneous — Contractor shall ensure:
 - (i) Protection is provided on protruding rebar and other

- similar objects.
- (ii) General Contractor Superintendent has completed the OSHA 10-hour construction outreach training course or equivalent.
- (iii) Implementation and administration of safety program on Project.
- (iv) Material Safety Data Sheets (MSDS) are provided for substances or materials for which an MSDS is required by governmental regulation before bringing on site.
- (v) Consistent safety training is provide to employees on Project.
- (vi) Implement and coordinate Lockout/Tagout procedures with Owner's Representative as required.
- iii. Report accidents involving injury to employees on Project that require off-site medical treatment to Owner's designated representative.
- (C) HOt Work Permit:
 - i. Permit shall document that fire prevention and protection requirements in 29 CFR 1926.352, 'Fire Prevention' have been implemented prior to beginning hot work operations.
 - ii. Required for doing hot work involving open flames or producing heat or sparks such as:
 - (i) Brazing
 - (ii) Cutting
 - (iii) Grinding
 - (iv) Soldering
 - (v) Thawing pip
 - (vi) Torch applied roofing
 - (vii) Welding.

PART 2 - PRODUCTS — Not Applicable

PART 3 - EXECUTION — Not Applicable

END OF SECTION

PART 1 - GENERAL

1.1 GENERAL DEFINITIONS

- A. Refer to General Conditions for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the Work, but not by way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Architect's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, alterations, mock-ups, and similar items.
- B. Costs: Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage, maintenance, and removal until time of Substantial Completion for each major area of Project. Temporary facilities remain property of Contractor.
- C. Acquisition of temporary facilities and their use by subcontractors shall be as designated by Contractor.

1.2 TEMPORARY UTILITY SERVICES

- A. Sources: Connect with local/municipal services and franchised utility companies where feasible.
 - 1. Water: Clean and drinkable.
 - 2. Changeover: At earliest feasible date, use permanent utility services installed for project, and disconnect and remove temporary service lines. Prior to Substantial Completion, restore permanent utilities to specified (or existing) conditions.

1.3 TEMPORARY CONSTRUCTION FACILITIES

- A. Enclosure: Enclose spaces requiring temporary heat, and other spaces where Work would otherwise be adversely affected.
- B. Temporary Heating and Ventilation: Provide temporary heat where indicated and where needed for the proper performance of the work, for curing or drying of work recently installed, and protection of work in place from adverse effects of low temperatures. Until the time the mechanical-electrical systems of Project can be used to provide temporary heat, provide space heaters which are UL labeled and approved for construction space heating by appropriate agency. Provide adequate ventilation and thermostatic control.
- C. Construction Aids: Provide and maintain for the duration of construction temporary equipment and apparatus including scaffolds, canopies, tarpaulins, barricades, warning signs, steps, ladders, platforms, ramps, and other temporary construction aids and miscellaneous facilities as necessary for proper completion of the work. Comply with pertinent safety regulations.
- D. Miscellaneous Facilities: Provide miscellaneous facilities as needed.

1.4 TEMPORARY SUPPORT FACILITIES

- A. General: Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of Substantial Completion.
- B. Temporary Sanitary Facilities: Provide on-site temporary toilet facilities for use of all construction personnel; maintain in a sanitary condition at all times. Comply with applicable codes and regulations of the authorities having jurisdiction. Do not permit use of permanent facilities.

1.5 SECURITY AND PROTECTION

- A. General: Provide facilities and services as necessary to effectively protect Project from losses and people from injury during course of construction.
- B. Lockup and Security: As construction of building structure or shell progresses and it becomes feasible to secure Project against intrusion, provide temporary security enclosure, doors, and locks as necessary to prevent unauthorized entrance.

1.6 REMOVAL

- A. Maintain all construction facilities and temporary controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Architect.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 STANDARDS AND REGULATIONS

- A. General Applicability of Standards: As indicated in the Contract Documents, and except to the extent more explicit or more stringent requirements are written directly into the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Immediately refer discrepancies to Architect for resolution of overlapping and conflicting requirements which result from the application of several different industry standards to the same unit of work.
 - 1. Referenced standards (referenced directly in the Contract Documents or by governing regulation) have precedence over non-referenced standards which are recognized in the industry for applicability to the work.
 - 2. Non-referenced standards are hereby defined, except as otherwise limited in the Contract Documents, to have direct applicability to the work as recognized in the building construction industry, and will be so enforced for the performance of the work.
- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.

1.2 GOVERNING REGULATION/AUTHORITIES

- A. General: Contact governing authorities directly for necessary information and decisions having a bearing on the performance of the Work.
- B. Applicable Codes: For the purposes of this Project the codes and regulations that shall apply to the Work include, but are not necessarily limited to the following:
 - 1. International Building Code
 - 2. International Fire Code
 - 3. International Mechanical Code
 - 4. International Plumbing Code
 - 5. National Electric Code
 - 6. UL Fire Resistance Directory
 - 7. Any adopting Ordinances by City of Republic, MO.

1.3 WARRANTIES (GUARANTIES)

- A. Categories of warranties required for the Work include the following. Refer to sections of Divisions 2 through 33 for requirements of specified warranties.
 - 1. Special project warranty issued by Contractor and, where required, countersigned by Installer or other recognized entity involved in performance of the work.
 - 2. Specified product warranty issued by a manufacturer or fabricator, for compliance with requirements in Contract Documents.

3. Coincidental product warranty available on a product incorporated into the Work, by virtue of manufacturer's publication of warranty without regard for application requirements (non-specified warranty).
- B. Warranty Obligations: Requirements for correction of the Work shall be as required in the General Conditions, AIA A201-2017 paragraph 12.2, as modified. The obligations of the Contractor for correction of defective Work and fulfilling terms of warranties survives Final Completion of the project. The obligations of the Contractor shall be as required by the Contract Documents and shall not be limited by the availability or terms of manufacturer's warranty. Restore or remove and replace warranted Work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty. Restore or remove and replace other Work which has been damaged by failure of warranted Work, or which must be removed and replaced to gain access to warranted Work. Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damages to other than Work of the Contract, (e.g. building contents). Cost of restoration or removal and replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing Work.
- C. Reinstatement of Warranty: Upon restoration or removal and replacement of warranted Work which has failed, reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- D. Owner's Recourse: Warranties and warranty periods do not diminish implied warranties, and do not deprive Owner of actions, rights and remedies otherwise available under law for Contractor's failure to fulfill requirements of the Contract Documents. Owner reserves the right to reject coincidental product warranties considered to be conflicting with or detracting from requirements of the Contract Documents.

1.4 DRAWINGS AND SPECIFICATIONS

- A. Omissions from the drawings or specifications or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the Work, and the Work shall be performed as if fully and correctly set forth and described in the Contract Documents. Obligations of the Contractor to review the Contract Documents, to report discrepancies, and to request clarification are described in the General Conditions and Supplementary Conditions.

1.5 DELIVERY, STORAGE AND HANDLING

- A. General: Receive, store and handle products, materials and equipment in a manner which will prevent loss, deterioration and damage. Schedule deliveries to minimize long term storage at project site. Deliver manufactured materials in original unopened packages bearing the name of the manufacturer, and as applicable, testing agency label and with complete manufacturer's instructions for installation of material according to approved test report.

PART 2 - PRODUCTS -- Not Applicable

PART 3 - EXECUTION

3.1 PREPARATION FOR INSTALLATION

- A. Prior to starting installation of each major component of the Work, hold a pre-installation conference, attended by each entity involved or affected by planned installation. Include technical representatives of product manufacturer(s) and others recognized as expert or otherwise capable of influencing the success of the installation. Review significant aspects of requirements for the Work.
- B. Coordinate the Work of other trades as required to make provisions for proper installation of specified Work. Verify that the specified Work may be installed in accordance with all pertinent codes and regulation, the original design, and the accepted submittals.
- C. Examine Work in place on which specified Work is in any way dependent. Inspect substrate and conditions for installation, make field measurement to verify or supplement dimensions indicated. Report (in writing) unsatisfactory conditions. Correct unsatisfactory conditions before proceeding. Inspect each product immediately before installation, and do not install damaged or defective products, materials or equipment.
- D. Whenever possible fabricator shall make field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting of specified Work. Otherwise, make allowances for field fitting and indicate actual field measurements on shop drawings.

3.2 INSTALLATION, GENERAL REQUIREMENTS

- A. Comply with applicable fire rated assemblies, governing regulations, and latest manufacturer's instructions and recommendations to extent printed information is more detailed or stringent than requirements contained directly in Contract Documents. Report discrepancies to Architect requesting clarification before proceeding with Work.
- B. For installation of specified Work use only personnel who are skilled in the Work required, completely familiar with the manufacturer's recommended methods of installation, and thoroughly familiar with the requirements for the specified Work.
- C. Install Work during time and under conditions which will ensure best possible results, coordinated with required inspections and testing.
- D. Anchor Work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.
- E. Install individual units of Work at industry recognized mounting heights, if not otherwise indicated; refer uncertainties to Architect before proceeding.
- F. Where indicated or needed for operation and maintenance, provide permanent nameplates on equipment, located in inconspicuous places, and containing suitable information and operation data. Do not remove fire classification labels or paint or otherwise cause to be unreadable.

3.3 CORRECTION OF DEFECTIVE WORK

- A. Restore all defective or damaged Work to initial or specified condition. Defective or damaged items or components which cannot be repaired or restored to initial or specified condition shall be removed and replaced at no additional cost to Owner. Refer to related requirements in General Conditions, AIA A201-2017 Article 12, Correction of Work, as modified.

3.4 TESTING AND INSPECTION

- A. Make all necessary arrangements for and coordinate specified Work with required inspections and tests by governing authority or independent testing agency.
- B. Make all necessary arrangements for and secure all required inspections and all required approvals from all regulatory agencies having jurisdiction.

3.5 CLEANING AND PROTECTION

- A. General: Clean each element of Work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

PART 1 - GENERAL

1.1 GENERAL

- A. The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurance. Closeout requirements relate to both Final Completion and Substantial Completion of Work, and apply to individual portions of completed Work as well as the total Work. Specific requirements in other sections have precedence over general requirements of this section.
- B. After Substantial Completion, continue to diligently prosecute all remaining Work in an organized, efficient manner until completion.

1.2 PROCEDURES AT SUBSTANTIAL COMPLETION

- A. Prerequisites: Comply with General and Supplementary Conditions and Division 1 General Requirements and complete the following before requesting Architect's inspection of the Work, or designated portion, for Substantial Completion.
 - 1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of Work, enabling Owner's unrestricted occupancy and use.
 - 2. Submit record documentation, maintenance manuals, tools, spare parts, extra materials, keys, and similar operational items.
 - 3. Test all equipment and systems demonstrating to Architect they are correctly installed and operating properly. Submit written record of the tests and results.
 - 4. Complete instruction of Owner's operating personnel, and startup of systems.
 - 5. Complete final cleaning, and remove temporary facilities and tools.
- B. Inspection Procedures: Upon receipt of Contractor's request, including Contractor's initial punch list, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare Certificate of Substantial Completion, or advise Contractor of Work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that Work has been substantially completed. Results of completed inspection will form the "punch list" for final inspection.

1.3 PROCEDURES AT FINAL ACCEPTANCE

- A. Re-inspection Procedure: Upon receipt of Contractor's notice that Work has been completed, including punch list items resulting from earlier inspections, and accepting incomplete items delayed because of acceptable circumstances, Architect will re-inspect Work. Upon completion of re-inspection, Architect will either recommend final acceptance and final payment, or advise Contractor of Work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

1.4 RECORD DOCUMENTATION

- A. Maintenance Manuals: Provide flash drive containing required maintenance manuals, properly identified and indexed per the specification section. Include operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system or equipment item.

1.5 GENERAL CLOSEOUT REQUIREMENTS

- A. Operator Instructions: Require each Installer of systems requiring continued operation/maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems. As a minimum, provide instructions for the following categories of Work.
 - 1. Kennel Enclosure Information and colors
- B. Final Cleaning: At closeout time, clean or re-clean entire Work to normal level for "first class" maintenance/cleaning of building projects of similar nature. Remove non-permanent protection and labels, clean exposed finishes, touch-up minor finish damage, remove debris and broom clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by the Architect.

PART 2 - NOT APPLICABLE

PART 3 - NOT APPLICABLE

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of kennel enclosures and cages is indicated on drawings.

1.3 QUALITY ASSURANCE

- A. Provide aluminum plastic panel kennel dividers with stainless steel gates and latches in Indoor & Outdoor Pens Areas.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data, and installation instructions for metal panels, FRP panels, fiberglass enclosures, gates and accessories.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Stainless Steel/FRP Dividers with Stainless steel stall fronts and gates:
 - a. Mason Company
 - b. Shor-Line
 - c. Snyder Manufacturing
 - 2. Fiberglass Cages
 - a. Mason Company
 - b. Shor-Line
 - c. Snyder Manufacturing

2.2 KENNELS - ALUMINUM/FRP/STAINLESS STEEL DIVIDERS W/ STAINLESS STEEL STALL FRONTS & GATES

- A. Basis of Design is by Mason Co. Dividers are aluminum framed isolation panels with FRP on bottom portion and stainless-steel welded wire on upper portion; gates and latches are stainless steel.

1. Divider Panels:
 - a. Panels shall be constructed of an outer framework of 6063-T52 aluminum U-channel "7½" x "1" x 1/8" thick. Internal braces shall be 6061-T6 aluminum H-channels 1½" x "7½" x 1/8" thick.
 - b. Bottom Portion of isolation panels shall be .030" FRP bonded on each side of a .400" HDPE substrate (48" high). Solid faced panels to be perimeter sealed to the aluminum framework (48" high).
 - c. Upper portion of isolation panels shall be constructed from stainless steel welded wire.
 - (1) Wire panels shall be welded at each juncture and shall consist of 3/16" diameter vertical wires with 17½" spacing between wires and 3/16" diameter horizontal wires with 4°/4" spacing between wires.
 - (2) Wire panels shall be contained by means of a semi-rigid PVC extrusion inset into the aluminum frame.
2. Stainless Steel Gates & Stall Fronts
 - a. Gate and stall front frames shall consist of 1" x 16 gauge square 304 A-554 welded stainless steel tubing with 180 grit polish. Each corner of the frame shall be TIG welded.
 - b. Gate grids shall be constructed of 304 stainless steel wire 3/16" in diameter in the vertical direction with 15/16" spacing between wires, and 304 stainless steel wire 3/16" in diameter in the horizontal direction with 3-5/8" or less spacing between wires.
 - c. Horizontal and vertical wires shall be resistance welded at each juncture and each wire shall insert into the framework.
 - d. Gate Hinges shall consist of two 3/8" diameter stainless steel hex head screws which shall be threaded into stainless steel tapped plugs inserted into the top and bottom of the door frame. Each plug shall contain a nylon pivot bushing for smooth precision rotation.
 - e. Patented stainless steel two-way latch shall open both outward and inward. The latch shall secure automatically when gate is closed from the outward position and from the inward position it shall be able to latch and open from the inside of kennel. It shall be designed to accept a padlock. The two-way latch bar, the latch catch, and the swing pendant shall be made from 304 stainless steel.

PART 3-EXECUTION

3.1 INSTALLATION

- A. Do not begin installation and erection before construction is completed, unless otherwise permitted.
- B. Gates: Install gates plumb, level, and secure for full opening without interference. Adjust hardware for smooth operation and lubricate where necessary.
- C. Clean and disinfect kennel enclosures and observation cages at Substantial Completion.
- D. Lubricate door hinges, adjust gate locks and any other moving parts at Substantial Completion to ensure proper operation.

END OF SECTION

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of chain link fences and gates is indicated on drawings.

1.3 QUALITY ASSURANCE

- A. Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data, and installation instructions for metal fencing, fabric, gates and accessories.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Dimensions indicated for pipe, roll-formed, and H-sections are outside dimensions, exclusive of coatings.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Heavy Duty Galvanized Steel Fencing and Fabric:
 - a. Carnahan-White Fence Company
 - b. Robinson Fence Company
 - c. Hoover Fence Company
 - d. Anchor Fence Co., Inc.

2.2 STEEL FABRIC

- A. Fabric: No. 9 ga. size steel wires, 2" mesh, with top selvages knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high. Furnish one-piece fabric widths for fencing up to 12 ft. high.
 - 1. Fabric Finish: Galvanized, ASTM A 392, Class II, with not less than 2.0 oz. zinc per sq. ft. of surface.

2.3 FRAMING & ACCESSORIES

- A. Steel Framework, General: Galvanized steel, ASTM A 120 or A 123, with not less than 1.8 oz. zinc per sq. ft. of surface.
1. Fittings & Accessories: Galvanized, ASTM A 153, with zinc weights per Table I.
- B. End, Corner and Pull Posts: Minimum sizes and weights as follows:
1. Steel Fencing:
 - a. Up to 6 ft. fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft., or 3.5" x 3.5" roll-formed sections, 4.85 lbs. per lin. ft.
 - b. Over 6 ft. fabric height, 2.875" OD steel pipe, 5.79 lbs. per lin. ft., or 3.5" x 3.5" roll-formed sections, 4.85 lbs. per lin. ft.
- C. Line Posts: Space 8 ft. O.C. maximum, unless otherwise indicated, of following minimum sizes and weights.
1. Steel Fencing:
 - a. Up to 6 ft. fabric height, 1.90" OD steel pipe, 2.70 lbs. per lin. ft. or 1.875" x 1.625" C-sections, 2.28 lbs. per lin. ft.
 - b. 6 ft. to 8 ft. fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft. or 2.25" x 1.875" H-sections, 2.64 lbs. per lin. ft.
 - c. Over 8 ft. fabric height, 2.875 OD steel pipe, 5.79 lbs. per lin. ft. or 2.25" x 1.875" H-sections, 3.25 lbs. per lin. ft.
- D. Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:
1. Steel Fencing:

a. <u>Leaf</u>	<u>Width</u>	<u>Gate Post lbs./lin. ft.</u>
b. Up to 6'	2.875" OD pipe or	5.79
	3.5" x 3.5" roll-formed	4.85
- E. Top Rail: Manufacturer's longest lengths, with expansion type couplings, approximately 6" long, for each joint. Provide means for attaching top rail securely to each gate corner, pull and end post.
1. Steel Fencing: 1.66 OD pipe, 2.27 lbs. per lin. ft. or 1.625" x 1.25" roll-formed sections 1.35 lbs. per lin. ft.
- F. Wire Ties: 11 ga. galvanized steel wire.
- G. Post Brace Assembly: Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 3/8" diameter rod and adjustable tightener.
- H. Stretcher Bars: One-piece lengths equal to full height of fabric, with minimum cross-section of 1/16" x 3/4". Provide one stretcher bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into post.

- I. Stretcher Bar Bands: Space not over 15" O.C., to secure stretcher bars to end, corner, pull, and gate posts.

2.4 GATES

- A. Fabrication: Fabricate perimeter frames of gates from metal and finish to match fence framework. Assemble gate frames by welding or with special fittings and rivets for rigid connections, providing security against removal or breakage connections. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware and accessories. Space frame members maximum of 8' apart unless otherwise indicated.
 1. Provide same fabric as for fence, unless other indicated. Install fabric with stretcher bars at vertical edges and at top and bottom edges. Attach stretcher bars to gate frame at not more than 15" O.C.
 2. Install diagonal cross-bracing consisting of 3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.
- B. Swing Gates: Fabricate perimeter frames of minimum 1.90" OD pipe.
- C. Gate Hardware: Provide hardware and accessories for each gate, galvanized per ASTM A 153, and in accordance with the following:
 1. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180° gate opening. Provide 1-1/2 pair of hinges for each leaf over 6 ft. nominal height.
 2. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch.
- D. Concrete: Provide concrete consisting of portland cement, ASTM C 150, aggregates ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2,500 psi using at least four sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air ASTM C 260.

PART 3- EXECUTION

3.1 INSTALLATION

- A. Do not begin installation and erection before construction is completed, unless otherwise permitted.
- B. Top Rails: Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- C. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
- D. Tension Wire: Install tension wires through post cap loops before stretching fabric and tie to each post cap with not less than 6 ga. galvanized wire. Fasten fabric to tension wire using 11 ga. galvanized steel hog rings spaced 24" O.C.

- E. Fabric: Leave approximately 2" between finish grade and bottom sewage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.
- F. Stretcher Bars: Thread through or clamp to fabric 4" O.C., and secure to posts with metal bands spaced 15" O.C.
- G. Gates: Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.
- H. Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns. Bend ends of wire to minimize hazard to persons or clothing. Tie fabric to line posts, with wire ties spaced 12" O.C. Tie fabric to rails and braces, with wire ties spaced 24" O.C. Tie fabric to tension wires, with hog rings spaced 24" O.C.
- I. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.2 PIPE SIZE REFERENCE TABLE

<u>OD in.</u>	<u>ID in.</u>	<u>lb./lin.ft.</u>
1.66	1-1/4	2.27
1.90	1-1/2	2.70
2.375	2	3.65
2.875	2-1/2	5.79
4.000	3-1/2	9.11

END OF SECTION

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none">Furnishing and installation of all materials and labor in the attached Kennel EnclosuresInstall new Dog Runs inside and outAll bids to include:<ul style="list-style-type: none">Travel ExpensesFreight/Shipping CostsAny other administrative costsAll work must be completed by June 30th, 2020 <p>Please note any of the following:</p> <ul style="list-style-type: none">Any labor personnel requests of the City of Republic for this project.Any other requests or responsibilities of the City of Republic for this project.	\$ _____

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

City of Republic – Perimeter Fencing and Kennel Barriers for the Animal Control Center 312 N Main St., Republic, MO 65738	
	Company Name:
	Address:
Telephone:	
Facsimile:	Signed Dated
E-mail:	
Cellular:	Printed Title
	Bidders Federal ID Number:

To be submitted with Vendor's Bid

To be submitted with Vendor's Bid

_____ We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

Addendum No. _____

Addendum No. _____

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB * FOR DESCRIPTION FOR THE FOLLOWING REASON(S):

Addendum No. _____

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

Addendum No. _____

Addendum No. _____

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

Print Email _____

Print Federal Tax ID No. _____

CITY OF REPUBLIC STATEMENT OF "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

NOTICE OF AWARD

DATED: _____

TO: Carnahan White, LLC
1845 S St. Hwy MM
Springfield, MO 65802

PROJECT: Republic Animal Shelter – Fencing and Kennel Construction and Installation

DESCRIPTION OF WORK: As described in the Agreement.

You are notified that your Bid dated March 26, 2020, for the above Agreement has been considered. You are the successful bidder and have been awarded an Agreement for the work in the Agreement.

The Agreement price, based on the submitted unit pricing of your bid is \$53,800.00, with any contingency allowance set aside as specified in the Agreement.

Two copies of each of the proposed Agreement Documents accompany this Notice of Award. You must comply with the following conditions within ten business days of the date of this Notice of Award, that is by _____.

1. You must deliver to the City two fully executed counterparts of the Agreement including all the Agreement Documents. Each of the Agreement Documents must bear your signature on the cover sheet. The date on the Agreement must be left blank and will be filled in by the City.
2. You must deliver with the executed certificates of Insurance as specified the Agreement.

Within 10 days after you comply with these conditions, the City will return to you two fully signed counterparts of the Agreement with the Agreement Documents attached.

You are required to return an acknowledged copy of this Notice of Award to the City.

_____, _____ Director

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged and the following Performance Schedule is submitted pursuant to the terms of the Bid and Contractor Agreement, this _____ day of _____, 20____.

By _____

Title _____

NOTICE TO PROCEED

DATED: _____

TO: Carnahan White, LLC
1845 S St. Hwy MM
Springfield, MO 65802

PROJECT/DESCRIPTION OF WORK: Republic Animal Shelter – Fencing and Kennel Construction and Installation / As described in the Agreement

CONTRACT PRICE: \$53,800.00

You are hereby notified to commence work on the referenced contract on or before _____, and shall fully complete all of the work of said contract within _____ consecutive calendar days thereafter. Your final completion date is therefore _____.

CITY OF REPUBLIC, MISSOURI

By: _____
_____, _____ Director

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by by the undersigned this

_____ day of _____, 20____.

By: _____

Title

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.
FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00**

EFFECTIVE 1/1/2009

STATE OF Mo)
COUNTY OF Greene) ss.

Before me, the undersigned Notary Public, in and for the County of Greene,
State of Mo, personally appeared Dean Powers (Name)
who is Commercial Sales (Title) of Carnahan White LLC
(Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly
sworn did depose and say:

- (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 R.S. Mo., et seq.

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

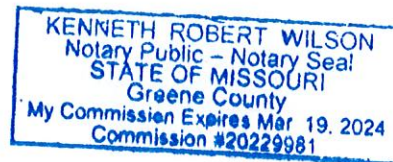
Signature

Printed Name

Subscribed and sworn to before me this 26th day of MAY, 2020.

Notary Public

My commission expires: MARCH 19 2024



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Carnahan-White LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 891669

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Carnahan-White LLC	
Name (Please Type or Print) Stacey L Hammit	Title
Signature Electronically Signed	Date 07/07/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/07/2015

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Carnahan-White LLC
Company Facility Address	1845 S. State Hwy MM Springfield, MO 65802
Company Alternate Address	
County or Parish	GREENE
Employer Identification Number	352494025
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kevin M Hammit
Phone Number (417) 883 - 0733
Fax Number (417) 447 - 3348
Email Address kevin@carnahanwhite.com

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CITY OF REPUBLIC, MISSOURI

**AFFIDAVIT OF COMPLIANCE WITH SECTION 292.675 RSMO.
FOR ALL PUBLIC WORKS PROJECT CONTRACTS**

STATE OF _____)
) ss.
COUNTY 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), (corporation), (partnership), (sole proprietorship), (limited liability
company), and is authorized to make this affidavit, and after being duly sworn did
depose and say:

- (1) that said company, pursuant to 292.675 RSMo., has provided at minimum a
ten-hour Occupational Safety and Health Administration (OSHA) construction
safety program for their on-site employees which includes a course in
construction safety and health approved by OSHA or a similar program
approved by the department which is at least as stringent as an approved
OSHA program, unless such employees have previously completed the
required program.

The terms used in this affidavit shall have the meaning set forth in Section 292.675
RSMo.

Signature

Printed Name

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

Notary Public

My commission expires: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and Carnahan White, LLC, a corporation organized and existing under and by virtue of the laws of the State of Missouri, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the CITY OF REPUBLIC, Missouri, hereinafter called the "City," in the penal sum of 53,800.00 lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as Republic Animal Shelter – Fencing and Kennel Construction and Installation located at approximately 732 W St. Hwy 174 in the City of Republic, in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

SURETY shall become liable on this obligation if PRINCIPAL fails to fulfill the follow conditions: In connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for PRINCIPAL, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against PRINCIPAL, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, PRINCIPAL shall defend, indemnify and hold harmless the CITY from all such claims, demands or suits by any such person or entity. If PRINCIPAL fulfills these conditions, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that PRINCIPAL fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the CITY stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the CITY to the use for such party. The CITY shall not be liable for the payment of any costs or expenses of any such suit.

The CITY may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the CITY for his use and benefit, all in accordance with the provisions of Section 522.300, RSMo., and any amendments thereto.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Greene County, Missouri, or in the United States District Court for the Western District of Missouri.

SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

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

Signed and sealed this _____ day of _____, 20__.

Principal
(SEAL)

By: _____

Title: _____

Surety
(SEAL)

By: _____

Title: _____
(ATTACH SURETY'S POWER OF ATTORNEY)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and Carnahan White, LLC, a corporation organized and existing under and by virtue of the laws of the State of Missouri, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the CITY OF REPUBLIC, Missouri, hereinafter called the "City", for the use and benefit of the City and any and all persons who may suffer damages by breach of the conditions hereof or of the Contract (as defined below) in the penal sum of 53,800.00 Dollars lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as Republic Animal Shelter – Fencing and Kennel Construction and Installation located at approximately 732 W St. Hwy 174 in the City of Republic, in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

1. The Surety shall become liable on this obligation if the Principal fails to fulfill the follow conditions: The Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damages which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses, which shall include reasonable attorney's fees, which the City may incur in making good any default by the Principal, including but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall provide for prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work. If the Principal fulfills these conditions, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.
2. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered;
3. In the event that the City determines that there is a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract;
 - a. The Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such

bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

- b. The Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Surety;
- c. The means, method or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The City may sue on this Bond in accordance with the provisions of Section 522.300, RSMo., and any amendments thereto.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

_____(SEAL)
Principal

_____(SEAL)
Surety

By: _____

By: _____

Title: _____

Title: _____
(ATTACH SURETY'S POWER OF ATTORNEY)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.