

ORIGINAL

BILL NO. 4759

ORDINANCE NO. 4759

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AND EXECUTE AN ENGINEER-OWNER AGREEMENT WITH BURNS AND MCDONNELL ENGINEERING COMPANY, INCORPORATED FOR EDGEWOOD WATERMAIN REPLACEMENT; INCORPORATING SAID PROPOSAL AS PART OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI, as follows:

SECTION I. That the City Administrator is hereby authorized to enter into and execute an Engineer-Owner Agreement with Burns and McDonnell Engineering Company, Incorporated for Edgewood Watermain Replacement.

SECTION II. That said Proposal is incorporated in this Ordinance as if fully set out herein.

SECTION III. This Ordinance shall be and become in full force and effect from and after the date of its passage by the City Council and the approval of the Mayor.

READ TWO TIMES AND PASSED THIS 13 DAY OF February, 2024

Samuel F. Richard

President of the City Council

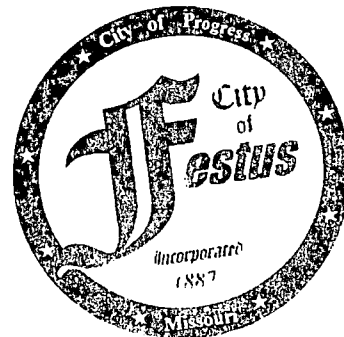
APPROVED THIS 13 DAY OF February, 2024

Samuel F. Richard

Mayor of the City of Festus

ATTEST:

K. Dally
City Clerk





TASK ORDER NO. 3 FOR
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)

This Task Order is entered into and authorized by Owner this _____ day of _____, 2023, by and between City of Festus, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated June 14, 2023:

1. Scope of Services:

A. See Edgewood Watermain Replacement Engineering Services in Exhibit B. (See Attached)

2. Compensation:

A. For Services performed, OWNER shall pay the ENGINEER the lump sum amount of one hundred sixty four thousand dollars (\$164,000.00).

B. For additional, reduced, or change in scope of services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.

3. Time of Service

A. ENGINEER will proceed with providing the services set forth in Exhibit B once the Task Order is fully executed. It is anticipated that scope of services will be completed within 120 days following execution of this Task Order.


4. Other Terms

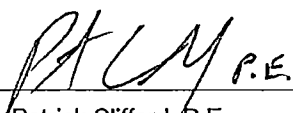
A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Festus, Missouri

ENGINEER: Burns & McDonnell
Engineering Company, Inc.

By: 
Name: Greg Camp
Title: City Administrator

By:  P.E.
Name: Patrick Clifford, P.E.
Title: Regional GP Manager



**EXHIBIT B
TASK ORDER NO. 3**

EDGEWOOD WATERMAIN REPLACEMENT ENGINEERING SERVICES

SCOPE OF WORK

The following is our understanding of the EDGEWOOD WATERMAIN REPLACEMENT ENGINEERING Scope of Services provided by ENGINEER for OWNER. Watermain segments to be replaced consistent with Attachment A as directed by Owner.

Scope of Services:

- 1. Engineer will provide Administrative Assistance in the form of Project Management as follows:**
 - a. Project Kick-Off Meeting: Engineer will prepare agenda and minutes for scope of services for the Project. Kick off meeting intended to coordinate project goals, preferred communications, and schedule with the project team. The project kick-off meeting will be attended by up to two (2) Engineer team members.
 - b. Monthly Progress Meetings: Engineer will participate in up to three (3) monthly progress meetings with Owner to provide updates of work progress, budget and schedule status, current issues, variances in the scope of work, and review
 - c. Action Items. Anticipated future activities and Owner action items will be discussed. Engineer will prepare and submit an agenda to Owner before each meeting and prepare/distribute meeting minutes within five working days after the meeting.
 - d. Work Task Management: Engineer to provide general project management activities, including oversight of individual disciplines, change management, schedule management, quality control, and monthly invoice preparation for the duration of the project.
 - e. Engineer will develop and maintain a formal Request for Information (RFI), Decision and Action item Log that communicates data request between Owner and Engineer and documents decisions made during project.

- 2. Topographic Survey, Site Investigation and Owner-provided Data Review**
 - a. Engineer will review pertinent and available existing documents, including but not limited to GIS data, scanned as-constructed drawings, hard copy as-constructed drawings, floodplain data, and other sources provided by the Owner.
 - b. Engineer will use existing structure elevations and relative survey for this scope of work. Topographic Survey scope includes:
 - i. Topographical survey shall include points within a 120 foot corridor, 60 feet on each side of existing centerline of Rosemary Ln, portions of Midmeadow Lane, Edgewood Lane, and Orchard Lane as indicated in Attachment A. Survey at intersections shall extend 75 feet past edge of pavement. Utility locates will be required.
 - ii. Document existing property and right-of-way monumentation along the roads. Resolving the right-of-way and property boundary are not part of this project.

- iii. Semi-permanent control points with X, Y and Z coordinates no further than 500 feet apart.
- iv. All points/shots with point numbers, descriptions and elevations, including storm sewer and sanitary sewer data.
- v. Digital Terrain Model (TIN) with contours, and a separate 2D file of topography (Z=0) on BMcD template base file.
- vi. Temporary Benchmark's along the project and outside the work limits. No temporary bench marks set on existing utilities (i.e. power poles, hydrants, sewer lids, etc.) and are to be placed no further than 500 feet apart. Control points and bench marks can be one and the same.
- vii. Line work of all existing utilities, driveways, walks, culverts, buildings, fences, lots, valves, trees (including diameters), utility poles, and all underground utilities, etc. shall be per BMcD's CADD requirements.

c. Deliverables

- i. Copies of all field notes and documents.
- ii. The final product or drawings shall be submitted in an AutoCAD 2016 or later format reflecting BMcD line styles, layers, blocks, patterns, symbols, plot style table, etc. and provide any technical assistance needed to upload data into AutoCAD.

3. Issued for Permit (IFP) Design

- a. Engineering for IFP Design will include development of Contract Drawings, specifications, and sequence of operations in support of the MDNR Construction Permit submission requirements.
- b. The IFP design will include discipline specific Contract Drawings completed to a level adequate to support submission to MDNR for construction permit. Anticipated drawings by discipline include:

Discipline	Budgeted Number of Drawings
General	2
Civil	9

- c. Engineer will review the IFP design documents, including drawings, in one (1) virtual meeting with MDNR staff.
- d. Deliverables will include the following:
 - i. PDF files of plans and specifications and opinion of probable construction cost.

4. Final Design

- a. Engineering for final Design will include development of Contract Drawings, specifications, and sequence of operations in support of the bidding and construction by Contractor.
- b. The final design will include discipline specific Contract Drawings completed to a level adequate to support bidding and construction by Contractor. Anticipated drawings by discipline include:

Discipline	Budgeted Number of Drawings
General	2
Civil	9

- c. Engineer will prepare an updated opinion of probable construction cost.
- d. Engineer will review the Final design documents, including drawings, in one (1) virtual meeting with Owner staff prior to issuing for bid. Owner will provide Engineer with comments ahead of this meeting so that Owner comments can be discussed.
- e. Deliverables will include the following:
 - i. PDF files of plans and specifications and opinion of probable construction cost.

5. Bid Phase Services

- a. Engineering for bid phases services to include coordination of Bid Documents, attendance at virtual pre-bid meeting, determination of bid award.
- b. Coordination of Bid Documents to include:
 - i. Preparation of bid advertisement
 - ii. Coordination of Owner cover sheet signatures
 - iii. Coordination with up to four (4) contractors to assist with bidding interest.
- c. Pre-bid tasks include:
 - i. Participate with up to one (1) virtual pre-bid meeting
 - ii. Respond to bidder questions, and develop addendum content for associated questions
 - iii. Develop technical content to support up to two (2) addenda
- d. Bid award:
 - i. Prepare recommendation of award
 - ii. Prepare issued for construction documents



- iii. Conformed to Contract documents excluded
- e. Deliverables include the following:
 - i. Overall procurement schedule, advertisement, and final Bid Documents
 - ii. Responses to bidder questions and issuance of addenda
 - iii. Bid tabulation and Letter of Recommendation

6. Construction Phase Services

- a. Excluded. To be submitted later.

Responsibilities of OWNER:

1. Attend project kickoff meeting and other meetings indicated in the Scope of Services.
2. Other information as requested by ENGINEER throughout the duration of the project.
3. Provide direction on watermain replacement.
4. Owner to provide data for existing infrastructure based on requested list provided by Engineer.
5. Assist Engineer by placing at Engineer's disposal all available information pertinent to assignment including previous reports, drawings, and any other data relative thereto. Engineer will rely upon the accuracy of information provided by the Owner, where direct observation of facilities does not provide additional information.
6. Engineer will rely upon geotechnical information furnished by the Owner without independent verification.
7. Guarantee access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform its services under this Agreement.
8. Examine all studies, reports, sketches, cost opinions, Drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto.
9. Furnish approvals, and fees to obtain permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, for the durations established for the project.
10. Provide existing water main and sewer drawings and any available as-builts in digital format.
11. Provide public outreach and response to inquiries as required.

Clarifications and Assumptions:

1. Burns & McDonnell will follow our own QA/QC program.
2. Engineering services during construction are excluded, a separate proposal for those services will be submitted if requested by Owner.
3. Watermains included for replacement are at the direction of the Owner. No additional investigation or determination for replacement is included.



4. Easement document development and easement search reports are excluded.
5. A meeting every other week to update project status and progress via teleconference with the PM and OWNER personnel is included. Design engineers will participate in the weekly call only as needed.



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-6)

AMENDMENT No. 1

Date: 02/06/2024

THIS AMENDMENT modifies the Agreement dated January 26th, 2024 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called ENGINEER), and City of Festus, Missouri (hereinafter called OWNER) for the following Project: Edgewood Watermain Replacement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended as follows:
Performance of additional topographic survey of approximately 550 linear feet of right-of-way along Cypress Lane from the intersection with Edgewood Lane to 617 Cypress Lane and Hemlock Lane from the intersection with Edgewood Lane to its eastern dead. Additional watermain to be designed along the same roadways. General location of these additional areas are as indicated in Attachment A.
2. The following adjustments are made to the ENGINEER's compensation:
Increase in compensation of \$11,300, for a new total of \$175,300.
3. The time for completion of ENGINEER's Services is adjusted as follows:
None.
4. Other changes to the Agreement, if any, are stated below:
None.
5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

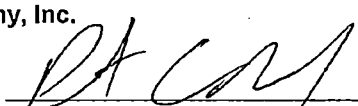
IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

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

OWNER: City of Festus, Missouri

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By: 

By: 

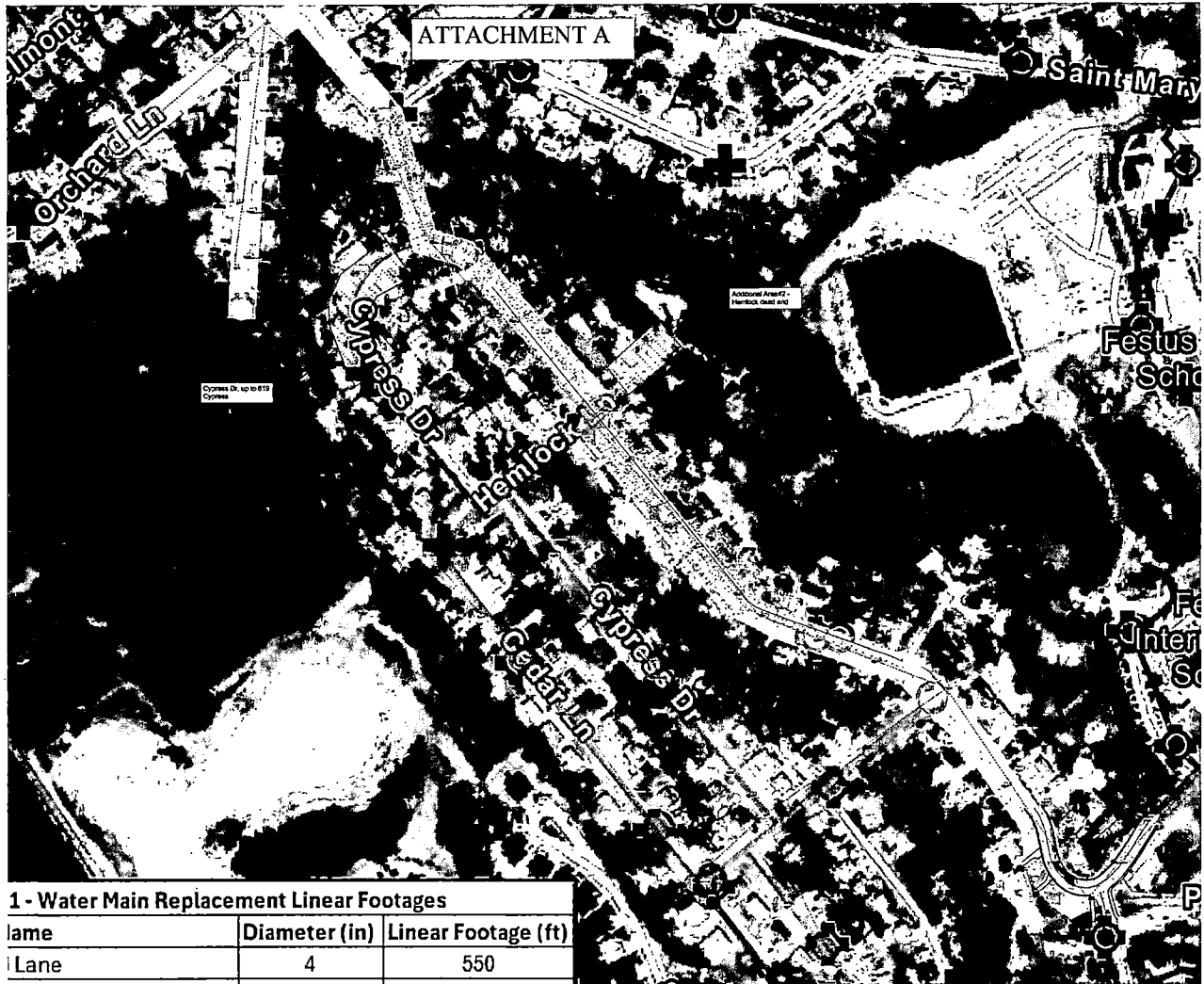
Name: Greg Camp

Name: Patrick Clifford

Title: City Administrator

Title: Regional Global Practice Manager





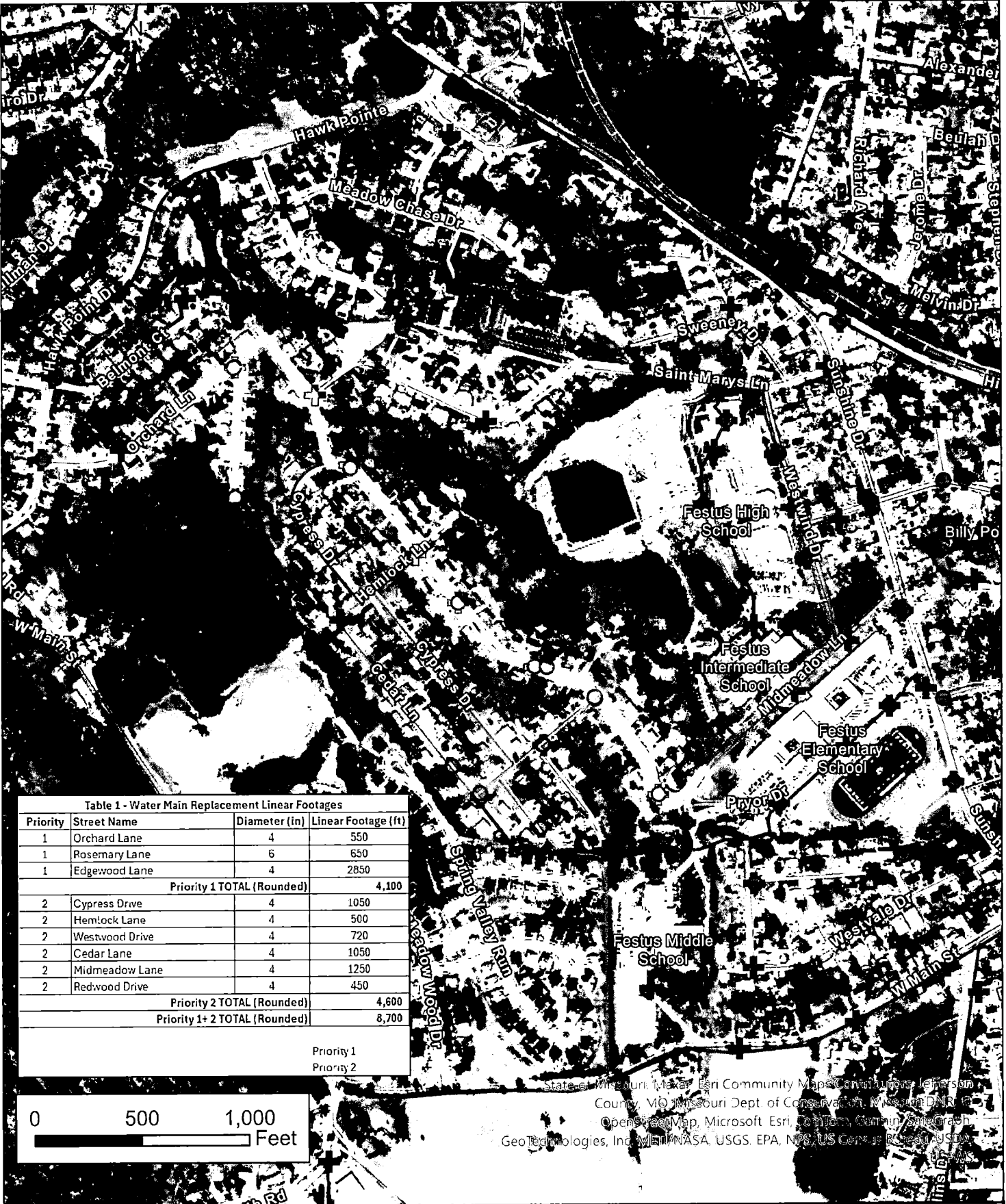
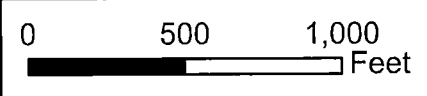


Table 1 - Water Main Replacement Linear Footages

Priority	Street Name	Diameter (in)	Linear Footage (ft)
1	Orchard Lane	4	550
1	Rosemary Lane	6	650
1	Edgewood Lane	4	2850
Priority 1 TOTAL (Rounded)			4,100
2	Cypress Drive	4	1050
2	Hemlock Lane	4	500
2	Westwood Drive	4	720
2	Cedar Lane	4	1050
2	Midmeadow Lane	4	1250
2	Redwood Drive	4	450
Priority 2 TOTAL (Rounded)			4,600
Priority 1+ 2 TOTAL (Rounded)			8,700

Priority 1
 Priority 2

State of Missouri, Maxar, Esri Community Maps Contributors, Jefferson County, MO Missouri Dept of Conservation, Missouri DNR, OpenStreetMap, Microsoft Esri, TomTom, Garmin, Swatch, GeoTechnologies, Inc, Meti/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Legend

Size	4	6	8	10	12	16	Unknown	Valves	Hydrants
Line	Thin solid	Thin dashed	Thin solid	Thin solid	Thin solid	Thin solid	Thick solid	Circle with cross	Circle with cross



Festus Water System - ATTACHMENT A



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-6)

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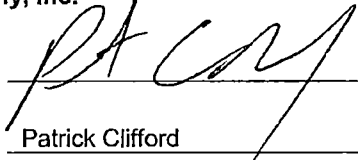
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OWNER: City of Festus, Missouri

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By: _____

By:  _____

Name: Greg Camp

Name: Patrick Clifford

Title: City Administrator

Title: Regional Global Practice Manager



City of Festus, Missouri
711 W. Main Street
Festus, Missouri 63028

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING

W. Main Street Water System Improvements

**Festus, Missouri
Jefferson County**

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 20____, by and between The City of Festus, Missouri (hereinafter called the "Owner") and Kimes Contracting, LLC, a limited liability corporation with offices located at 1405 Cortez Drive, Hillsboro, Missouri 63050, (hereinafter called the "Contractor").

The project is identified as W. Main Street Water System Improvements, located in the City of Festus, Missouri, (hereinafter called "Project")

The Engineer is Cochran, with offices located at 737 Rudder Road, Fenton, Missouri 63026 (hereinafter called the "Engineer").

WITNESSETH:

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

ARTICLE I

The Contract Documents

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

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within **150** consecutive calendar days from and including the date of said written Notice to Proceed, or December 31, 2024, (whichever comes first), subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$950.00** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

ARTICLE IV**The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of **Four Hundred Sixty Five Thousand, Nine Hundred Twenty-Seven and Zero Cents (\$465,927.00)**, subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

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

ARTICLE V**Performance of the Work**

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

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

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

ARTICLE VI

Delays Beyond Contractor's Control

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

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

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

ARTICLE VII

Changes in the Work

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

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

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

ARTICLE VIII

Termination by Owner

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment

until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

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

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

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

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

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$3,300,000.

(b) Comprehensive General Liability and Bodily Injury
Including Death: \$500,000 each person
\$3,300,000 each occurrence

Property Damage:	\$3,300,000 each occurrence
	\$3,300,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$500,000 each person
	\$3,300,000 each occurrence
Property Damage:	\$3,300,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$500,000 each person
	\$3,300,000 each occurrence
Property Damage:	\$3,300,000 each occurrence
	\$3,300,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"The City of Festus, Missouri, the Engineer and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."**

ARTICLE X

Enumeration of The Contract Documents

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

- a. Owner-Contractor Agreement
- b. Job Special Provisions
- c. The Drawings identified as follows:
City of Festus, W. Main Street Improvements,
- d. 2023 edition of the Missouri Standard Specifications for Highway Construction
- e. Missouri Standard Drawings for Highway Construction
- f. Performance and Payment Bond
- g. State Wage Determination
- h. Subcontractor Approval Form

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

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

The City of Festus, Missouri
(Owner)

By Saul F. Richardson

Mayor
Title

Attest: (SEAL) Leah Smith
City Clerk
Title

Date: March 4, 2024



Kimes Contracting, LLC
(Contractor)

By [Signature]

Charles E. Kimes Jr
(Print Name)

Managing Partner
Title



Attest: [Signature]

Date: 2-20-24

CONTRACTOR'S ACKNOWLEDGEMENT

1. Form to be used if Contractor is an individual.

State of _____)
County of _____) ss.

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL) _____ Notary Public

My commission expires _____, 20_____.

2. Form to be used if Contractor is a partnership or unincorporated company.

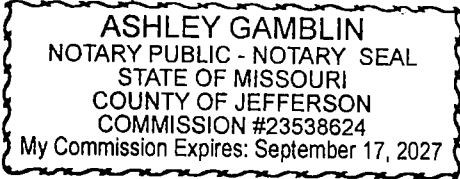
State of Missouri)
County of Jefferson) ss.

On this 20 day of Feb, 20 24, before me personally appeared Charles F. Kimes Jr., to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL) Ashley Gamblin Notary Public

My commission expires 9-17, 20 24.



3. Form to be used if Contractor is a corporation

State of _____)
County of _____) ss.

On this _____ day of _____, 20 _____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL) _____
Notary Public

My commission expires _____, 20 _____.