

Michael L. Parson  
Governor



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State of Missouri  
**OFFICE OF ADMINISTRATION**  
Division of Facilities Management  
Design and Construction  
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(573) 751-3339  
FAX (573) 751-7277

December 31, 2018

Carl Jones  
Carl R. Jones Excavating & Hauling, LLC  
5493 Hwy. E  
Fredericktown, MO 63645

FAX # 573-783-6335  
Date Faxed: 12/31/18

RE: **Owl Creek Dam Reclamation Project**  
St. Francois County, Missouri  
Project Number Y1702-01

Dear Mr. Jones:

Please find enclosed your copy of the fully executed contract for the above referenced project. This **Notice To Proceed** letter authorizes your firm to begin the work in accordance with the terms of our contract. If not held already, please contact our Construction Administrator to arrange a pre-construction meeting. No site work should be conducted before the pre-construction meeting is held. The completion date for this project is Wednesday, May 1, 2019 as set forth in our Notice of Award letter.

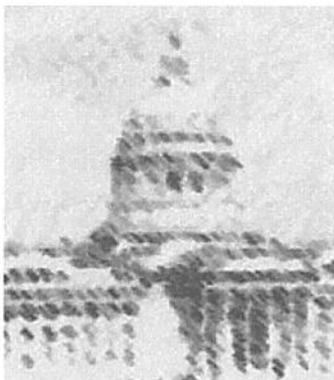
Enclosed for your use, under the terms of the contract, are Application and Certification for Payment (Forms A-C) and an Affidavit of Compliance with Prevailing Wage Law. The use of these documents is explained in the project's general conditions and as reviewed during the pre-construction meeting.

Sincerely,

A handwritten signature in cursive script, dated 12/31/18.  
Drew Henrickson, P.E., Architect  
Contract Services Unit Manager  
Division of Facilities Management,  
Design and Construction

DH/kc  
Enclosures

c: Project File  
en: Brent Willeford, DNR/Land Reclamation Program  
Cathy Brown, FMDC Director  
Mike Mueller, DNR/LRP  
Brandon Wiles, DNR Construction Administrator  
Michael Qutami, P.E., PMU Section Leader  
Ron Littich, FMDC Project Manager  
Kelly Copeland, Contract Specialist  
CI Planning/Fiscal : P. Verslues, L. Mattern, A. Blunt/K. Speidel, H. Vandeloecht



# State of Missouri Construction Contract

**THIS AGREEMENT**, made December 4, 2018 by and between:

Carl R. Jones Excavating & Hauling, LLC  
5493 Hwy. E  
Fredericktown, MO 63645

hereinafter called the "Contractor," and the **State of Missouri**, hereinafter called the "**Owner**", represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the **Missouri Department of Natural Resources, Land Reclamation Program**.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

## **ARTICLE 1. STATEMENT OF WORK**

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the work for:

**Project Name:** Owl Creek Dam  
Reclamation Project  
St. Francois County  
State of Missouri

**Project Number:** Y1702-01

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

## **ARTICLE 2. TIME OF COMPLETION**

The contract performance time is **100** working days from the transmittal date of this agreement. The contract completion date is **May 01, 2019**. This time includes twelve (12) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the twelve (12) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

## **ARTICLE 3. LIQUIDATED DAMAGES**

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum of \$700** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to

its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

**ARTICLE 4. CONTRACT SUM**

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds the sum of:

**TOTAL CONTRACT AMOUNT:        \$650,000.00**

**UNIT PRICES:**        The Owner accepts the following Unit Prices: SEE ATTACHMENT A (3 pages)

For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included, change orders may be issued for the increased or decreased amount.

**ARTICLE 5. PREVAILING WAGE RATE**

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

**ARTICLE 6. MINORITY/WOMEN/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

The Contractor is an SDVE, has been granted a waiver of the 5% MBE, and has met the WBE goals. The Contractor further agrees to secure WBE participation amounts for this project as follows:

WBE Firm: Jones Family Supplies	<u>Subcontract Amt: \$65,000.00</u>
	Total                    \$65,000.00

MBE/WBE/SDVE assignments identified above shall not be changed without a Contract Change signed by the Owner.

The Director of the Division of Facilities Management, Design and Construction or her Designee shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE/SDVE firms listed above when such disputes impact the subcontract amounts shown above.

**ARTICLE 7. CONTRACT DOCUMENTS**

Contract documents shall consist of the following component parts:

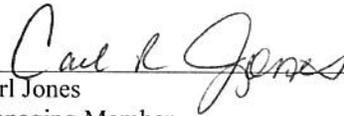
1. Division 0, with executed forms
2. Division 1
3. Executed Construction Contract Form
4. The Drawings
5. The Technical Specifications
6. Addenda
7. Contractor's Proposal as accepted by the Owner

By signature below, the parties hereby execute this contract document.

**APPROVED:**

 12/21

Mark W. Hill, P.E.  
Deputy Director of Planning & Design  
Division of Facilities Management,  
Design and Construction



Carl Jones  
Managing Member  
Carl R. Jones Excavating & Hauling, LLC

**Project No. Y1702-01**

## SECTION 004322 - UNIT PRICES FORM

PROJECT NUMBER Y1702-01

## 1.0 Description

- A. For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included during construction the total contract price shall be decreased as appropriate or increased by contract change in accordance with General Conditions Article 4.1.

## 2.0 Unit Prices:

## A. Unit Price 1 – Tunnel Grout Repair

1. Description: Repair of cracking and damage to existing concrete flow structure with high-strength flowable grout according to Division 3, Section 036000 "High Strength Flowable Grout".
2. Unit of Measurement: Cubic Yards of High Strength Flowable Grout installed.
3. Quantity in Base Bid: 6 Cubic Yards are to be included in the Base Bid.  
\$ 3,200.00 Per cubic yard of Flowable Grout installed.

## B. Unit Price 2 – Ten Foot (10') Long Corrugated Metal Tunnel Liner Sections:

1. Description: Supply and Installation of a corrugated tunnel repair section that covers a 10' long damaged portion as measured along the length of the flow structure according to Division 5, Section 051200, "Galvanized Steel Tunnel Liner Plate".
2. Unit of Measurement: Each 10' length of Repair Section installed.
3. Quantity in Base Bid: 11 Each of the 10' Corrugated Metal Tunnel Liner Sections are to be included in the Base Bid.  
\$ 22,500.00 Per each 10' length of Repair Section installed.

## C. Unit Price 3 – Agricultural Lime:

1. Description: Agricultural Lime applied and incorporated according to Division 32, Section 329219; "Seeding".
2. Unit of Measurement: One hundred pounds (100 lbs.) Units of Effective Neutralizing Material (ENM) installed.
3. Quantity in Base Bid: 1,440 100 lb Units of ENM are included in the Base Bid.  
\$ 6.58 Per 100 (lb.) Units of ENM Agricultural Lime applied.

## D. Unit Price 4 – Actual Nitrogen (N)

1. Description: Actual Nitrogen applied and incorporated according to Division 32 Section 329219 "Seeding".
2. Unit of Measurement: Pounds (lbs.) of Actual Nitrogen (N) applied.
3. Quantity in Base Bid: 600 Pounds actual N are included in the Base Bid.  
\$ 1.25 Per Pound (lb.) of actual Nitrogen applied and incorporated.

- E. Unit Price 5 – Actual Phosphorus (P):
1. Description: Actual Soluble Phosphorus applied and incorporated according Division 32 Section 329219 "Seeding".
  2. Unit of Measurement: Pounds (lbs.) of Actual Phosphorus applied.
  3. Quantity in Base Bid: 1,500 Pounds actual P are included in the Base Bid.  
\$ 1.05 Per Pound (lb.) of actual Phosphorus applied and incorporated.
- F. Unit Price 6 – Actual Soluble Potassium (K):
1. Description: Actual Soluble Potassium applied and incorporated according Division 32, Section 329219 "Seeding".
  2. Unit of Measurement: Pounds (lbs.) of Actual (K) Potassium applied.
  3. Quantity in Base Bid: 750 Pounds actual P are included in the Base Bid  
\$ .95 Per Pound (lb) of actual Potassium applied and incorporated.
- G. Unit Price 7 – Temporary Sediment Control Geotextile Fence:
1. Description: Temporary Sediment Control Geotextile Silt Fence shall be installed according to Division 1, Section 015723 "Temporary Project Water Pollution Control."
  2. Unit of Measurement: Linear Feet (LF) installed..
  3. Quantity in Base Bid: 4,300 Linear feet are included in the Base Bid.  
\$ 3.25 Per linear feet Silt Fence installed.
- H. Unit Price 8 – Temporary Sediment Control Straw Bales Silt Fence:
1. Description: Description: Temporary Sediment Control Straw Bales shall be installed according to Division 1, Section 015723 "Temporary Project Water Pollution Control."
  2. Unit of Measurement: Small square bales installed.
  3. Quantity in Base Bid: 50 Square Bales are included in the Base Bid.  
\$ 7.00 Square Bales used or installed.
- I. Unit Price 9 – 2 Inch Minus Roadstone
1. Description: 2 Inch Minus Roadstone shall be installed according to Division 31, Section 312000 "Earth Moving."
  2. Unit of Measurement: Tons of Two Inch (2") Minus Roadstone installed.
  3. Quantity in Base Bid: 225 Tons are included in the Base Bid.  
\$ 14.00 Roadstone used or installed.
- J. Unit Price 10 – Flowable Grout
1. Description: Flowable Grout shall be installed according to Division 31, Section 312000 "Earth Moving."
  2. Unit of Measurement: Cubic yards of Flowable Grout installed.
  3. Quantity in Base Bid: 145 Cubic yards are included in the Base Bid.  
\$ 200.00 Per cubic yard of Flowable Grout installed.

K. Unit Price 11 – Woven Wire Fabric (WWF) Reinforced Concrete Flowline Repair  
Description: Reinforced concrete shall be installed according to Division 31, Section 033000 "Cast-In-Place Concrete".

1. Unit of Measurement: Square yards of WWF Reinforced Concrete installed.

2. Quantity in Base Bid: 245 Square yards are included in the Base Bid.

\$ 350.00 Per square yard of WWF Reinforced Concrete installed.

END OF SECTION 004322