



Agenda

City Council Regular Session

Monday, March 24, 2025 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

- A. Council Member Shelton Ponder

III. Roll Call

IV. Employee Recognition

- A. LCHAT Award

V. Proclamations

- A. Tuskegee Airmen Commemorative Day
- B. William Jewell Debate National Champions

VI. Approve Minutes and Summaries

VII. Meeting Schedule

VIII. Consent Agenda

- A. Motion to approve the purchase of two Ford F250 trucks from Gary Crossley Ford for the Fire Department to replace the command vehicle and administration vehicle in an amount not to exceed \$76,589.60
- B. Motion to approve the purchase of emergency equipment and command modules for the Fire Department from 911 Custom in an amount not to exceed \$20,726.35
- C. Resolution approving a temporary event liquor license for Historic Downtown Liberty, Inc. (HDLI) for the First Thursday-Let's Fla-Mingle event on August 7, 2025
- D. Motion to approve the purchase of a new Caterpillar compact track loader for the Public Works Department from Foley Equipment in an amount not to exceed \$91,757.04
- E. Motion to approve the purchase of a pothole truck from Doggett Freightliner for the Public Works Department in an amount not to exceed \$229,649.52
- F. Boards and Commissions Appointments/Reappointments
 - 1. Historic District Review Commission
 - a. Reappoint Linda Armstrong to a term expiring 7/1/2029.
 - b. Reappoint Katie Schmidt to a term expiring 7/1/2029.
 - 2. Liberty Arts Commission
 - a. Reappoint Garrett Brown to a term expiring 5/15/2027.

- b. Reappoint Anna Knackstedt to a term expiring 5/15/2027.
 - c. Reappoint Karly Schieder to a term expiring 5/15/2027.
- 3. Liberty Parks & Recreation Foundation
 - a. Reappoint Rebecca Birlingmair to a term expiring 1/1/2028.
 - b. Reappoint Jodi Capps to a term expiring 1/1/2028.
 - c. Reappoint Bob Saunders to a term expiring 1/1/2028.
- 4. Planning and Zoning Commission
 - a. Appoint Douglass Noland to a term expiring 1/1/2028.
 - b. Appoint Josh Crawford to a term expiring 1/1/2028
- 5. Public Safety Sales Tax Oversight Committee
 - a. Reappoint Linda Largent to a term expiring 8/31/2027

IX. Public Hearings

- A. Ordinance Amending Chapter 30, "Unified Development Ordinance", of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 25-07A) **{further postpone to April 14, 2025}**

X. Ordinances, Contracts and Resolutions

- A. Ordinance acknowledging vendor payments for the period of February 28, 2025 to March 14, 2025
- B. Resolution approving an amended final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in Liberty, Clay County, Missouri (P&Z Case 25-04FDP-A) **{postponed from March 10, 2025}**
- C. Ordinance accepting and approving a final plat for The Trails, a 30-lot single-family subdivision in the City of Liberty, Clay County, Missouri (P&Z Case 25-10FP)
- D. Resolution approving a final development plan for a 12,000 sq. ft. building in Northwyck Business Park at 550 Rush Creek Parkway, in Liberty, Clay County, Missouri (P&Z Case 25-11FDP)
- E. Ordinance approving a contract for services with Tandem Paving Co, Inc. for repairs and overlay of sections of the trail at Capitol Federal Sports Complex in an amount not to exceed \$42,103.50
- F. Ordinance approving a contract with BHC Civil Engineering for FEMA study and trail design for the south trail connection between Canterbury Park and Homestead Greenway in an amount not to exceed \$43,000.00
- G. Ordinance approving a contract with Realm Construction, Inc. for the construction of City of Liberty Project 22-003, M-291/Blue Jay Traffic Signal and Stewart/M-291 intersection improvements (Federal Aid Project STBG-3392(407) in an amount not to exceed \$1,774,567.36
- H. Ordinance amending Ordinance No. 11672 approving an agreement for City of Liberty Project 22-003, M-291/Blue Jay Traffic Signal and Stewart/M-291 intersection improvements (Federal Aid Project STBG-3392(407)) with TranSystems Corporation to incorporate construction inspection services by

increasing the agreement amount by \$194,435.00 from \$502,101.00 to an amount not to exceed \$696,536.00

- I. Ordinance Approving an Agreement for the City of Liberty Project 24-023, Glenn Hendren Reconstruction Study Project, with George Butler Associates, Inc. in an amount not to exceed \$214,305.00
- J. Ordinance approving a contract with C&C Environmental Services Inc. for the water plant filter media replacement project in an amount not to exceed \$297,800.00
- K. Ordinance amending Ordinance No. 11864, approving an agreement with OpenGov for the purchase and implementation of core financial, utility billing and asset essentials enterprise software, increasing the agreement amount by \$348,736.00 from \$500,000.00 to an amount not to exceed \$848,736.00
- L. Ordinance approving a collective bargaining agreement between the International Association of Firefighters (IAFF) Local 42 and the City of Liberty, Missouri

XI. Other Business

XII. Citizens' Participation

XIII. Miscellaneous Matters from City Administrator

XIV. Miscellaneous Matters from Mayor and City Council

XV. Adjournment

For ADA access to City Hall, please use the Kansas Street entrance.

WHEREAS, before World War II African Americans had very limited roles in the defense of the United States and none in military aviation, and when the nation was drawn into the war, African Americans were aspiring to more meaningful roles in the military including flying and maintaining aircraft; and

WHEREAS, the rapid expansion of aircraft production during the war created a greater need for military pilots, public outcry from civil rights groups and black professional organizations exhorted the United States War Department to extend to all military members the opportunity to fly airplanes; and

WHEREAS, the United States War Department's Civilian Pilot Training Program (CPTP) authorized colleges and universities to train students in order to increase the number of civilian pilots and thereby increase the nation's military preparedness; and

WHEREAS, Alabama's Tuskegee Institute was one of six black colleges and universities chosen to participate in the CPTP, was later selected to offer advance training, and finally became the sole site for segregated military flight training; and

WHEREAS, the month of March is significant to the Tuskegee Airmen as it is the month in which five of thirteen cadets in the first class completed training and received their silver wings becoming the nation's first black military pilots; and

WHEREAS, 40 men from Missouri and 26 from Kansas would all commit to serve in the U.S. Army Air Corps to become Tuskegee Airmen representing the spirit of Missourians and Kansans to service their nation; and

WHEREAS, Tuskegee Airmen flew 15,533 Sorties and more than 1,578 escort missions; and

WHEREAS, very few planes were lost and no bombers went down over enemy territory;

NOW, THEREFORE, I, Greg Canuteson, Mayor of the City of Liberty, Missouri, on behalf of the citizens of this great city and the City Council, do hereby proclaim March 27, 2025 as

Tuskegee Airmen Commemorative Day

in Liberty, Missouri, and call upon all citizens to recognize the important role performed by the persons who were known as the "Tuskegee Airmen" and to acknowledge the contributions made not only to the efforts in combat and bringing an end to the Second World War, but to the advances made that would serve as the foundation for future success of African Americans in the United States Military.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the official seal of the City of Liberty, Clay County, Missouri
this 24th day of March 2025.

Greg Canuteson
MAYOR

WHEREAS, the Gina Lane Debate Society, William Jewell College’s debate team, competed against 23 teams representing 12 schools from around the country at the National Parliamentary Tournament of Excellence (NPTE) Friday, March 14, 2024; and

WHEREAS, to qualify for NPTE, teams must earn enough points throughout the year by finishing in the top half of invitational tournaments making the competing teams “The best of the best”; and

WHEREAS, Patrick Terry, junior political science major, and Trent Dixon, junior communication major led by second-year coach Mason Remaley debated a variety of topics, including resolutions pertaining to the East African Federation, Syrian Arab Republic, lithium mining and exploration of outer space; and

WHEREAS, this hard-working team spent months researching, writing arguments and producing policy proposals while practicing almost every day in preparation for the tournament; and

WHEREAS, their hard work paid off as they went undefeated and beat the former national champions and UC Berkeley 6-1 in the final round, being crowned the coveted National Championship title;

NOW, THEREFORE, I, Greg Canuteson, Mayor of the City of Liberty, Clay County, Missouri, do hereby congratulate

The Gina Lane Debate Society

for their hard work and dedication to bringing William Jewell’s fifth national debate championship back to Liberty.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the official seal of the City of Liberty, Clay County, Missouri
this 24th day of March, 2025.

Greg Canuteson, Mayor



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 24, 2025

A/R No.: 2025-66

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Motion to approve the purchase of two Ford F250 trucks from Gary Crossley Ford for the Fire Department to replace the command vehicle and administration vehicle in an amount not to exceed \$76,589.60

Summary:

The Department currently operates five passenger-style vehicles, including the Fire Chief, Support Services Chief, Fire Marshal, Shift Commander and an EMS Chief. As discussed in 2010 with the Budget Committee and the Citizen Sales Tax Oversight Committee, the Fire Department set a replacement schedule for these five vehicles at six years or 80,000 miles, whichever occurs first.

Background:

In preparation for the proposed 2025 purchase, the Fire Department submitted a Request for Bids to six automobile dealers for two 2025 ¾-ton pickups. Of the six dealers, only one responded with a bid. One of these vehicles will replace the current 600 command vehicle, which will be moved to replace the current Fire Marshall vehicle that is no longer operational. The second vehicle will replace one of the admin vehicles, which will be rolled back to replace our 2017 utility vehicle. We will be trading both the current Fire Marshall and utility vehicles to offset a portion of the cost. This will complete the changeover of all administration to ¾-ton trucks, which will provide more flexibility, durability, reliability and trade-in value.

Based on the sole bid that was received, staff recommends the purchase of two Ford F250 trucks from Gary Crosley Ford for the amount of \$108,589.60, less a trade-in allowance of \$32,000.00, for a total cost of \$76,589.60.

The department had originally budgeted for three vehicles to be replaced in 2025. However, we chose to only replace two at this time to reduce costs this year.

Previous Action (if applicable):

None

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 3/13/2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 356-70000-305-000000	Amount: \$76,589.60
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. F250 Cost Prop



Liberty Fire Department

RFP for Three (3) 24/25 F250 Crew Cab (4dr) 4wd Short Bed Trucks

Submittal Deadline: January 17th, 2025

Price Sheet

Dealer Name: Gary Crossley Ford

Trade-in Value: \$15,000 + \$17,000 = \$32,000 total trade in value

Individual Vehicle Price: \$54,294.80 $\times 2 =$ \$108,589.60 *Rusty J*

Estimated Delivery Date: C1 build date = 1st week of March - delivery two weeks - appx March 15th

FILLED OUT BY PROPOSER

Signature: *Rusty J* Title: COMMERCIAL MANAGER Date: 1-15-2025
Print Name: Rusty J Company name: GARY CROSSLEY FORD



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 24, 2025

A/R No.: 2025-98

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Motion to approve the purchase of emergency equipment and command modules for the Fire Department from 911 Custom in an amount not to exceed \$20,726.35

Summary:

With the replacement of the command and admin vehicles, the need to outfit them for emergency responses to scenes is required. The department has worked over the last several years to create uniformity for continuity of use from vehicle to vehicle. This includes utilizing the same equipment in each apparatus and vehicle. The department plans to continue that with the purchase of the equipment for these two new vehicles.

Background:

In a separate proposal, the Fire department has requested funds to replace the current command and admin vehicles. With that approval, the new vehicles will need to be outfitted to respond to emergency scenes by installing emergency equipment and command modules.

The Fire Department will be using the same vendors as before for the equipment for continuity throughout the vehicles. The bedslide and command module were chosen from multiple sites as the lowest cost that provides the options that are needed.

The installation of this equipment will be completed by the Fire Department admin staff to help reduce costs.

Staff recommend the purchase of new lighting, sirens and command modules for installation in the replacement apparatus from 911 Custom for a total cost not to exceed \$20,726.35.

Previous Action (if applicable):

None

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: March 13, 2024
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 356-70000-305-000000	Amount: \$20,726.35
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 600 and Admin Trucks Equipment Costs

Product	Qty	Price
 BEDSLIDE 2000 BLACK HEAVY DUTY 79" X 48" (20-7948-HDB)	2 UPDATE QTY ✖ Delete Item	Price: \$2,316.00 Total: \$4,632.00

Enter Promotion Code

Subtotal:	\$4,632.00
Total:	\$4,632.00

**911 Custom**

15665 S Keeler St

Olathe, KS 66062

Phone: 913-390-8540

Email: sales@911custom.com

Order #**59758****Date**

02/10/2025

**Bill To:**Liberty FD - MO
Liberty Fire Dept
Fire Chief
200 W. Mississippi
Liberty, MO 64068**Ship To:**Liberty FD - MO
Liberty Fire Dept
Fire Chief
200 W. Mississippi
Liberty, MO 64068

Customer: Liberty FD - MO

Contact: Liberty Fire Dept

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Gavin	Net 30	Origin	UPS		02/07/2025

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	W-BB2DEDE	LIBERTY II DUO WCX 54" D/E/D/E	\$3,395.00	1.00 ea	\$ 3,395.00
2	Sale	W-STPBK94	LIGHTBAR STRAP KIT # 94 BLACK	\$0.00	1.00 ea	\$ 0.00
3	Sale	W-BW47UFX	WCX DUO I-E XLP 12-LT F-150	\$1,735.00	1.00 ea	\$ 1,735.00
4	Sale	W-BSRW10	INNER EDGE RST WCX 10-LT TRAY	\$1,735.00	1.00 ea	\$ 1,735.00
5	Sale	W-ISR47	REAR INNER EDGE BRACKET F150-2015-18	\$0.00	1.00 ea	\$ 0.00
6	Sale	W-C399	CENCOM CORE WCX CONTROL CENTER	\$0.00	2.00 ea	\$ 0.00
7	Sale	W-CCTL5	WeCanX HAND-HELD CONTROL HEAD	\$0.00	1.00 ea	\$ 0.00
8	Sale	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	\$0.00	1.00 ea	\$ 0.00
9	Sale	W-C399SP	SCANport KIT FOR C399	\$0.00	2.00 ea	\$ 0.00
10	Sale	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	\$0.00	3.00 ea	\$ 0.00
11	Sale	W-SAK61AD	SA-315 MT KIT SUPER DUTY DRVR	\$0.00	1.00 ea	\$ 0.00
12	Sale	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	\$0.00	2.00 ea	\$ 0.00
13	Sale	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	\$0.00	2.00 ea	\$ 0.00
14	Sale	W-CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM	\$556.00	1.00 ea	\$ 556.00
15	Sale	W-HWLRB35K	HOWLER BKT 2022 F-150	\$0.00	1.00 ea	\$ 0.00
16	Sale	W-TCRWX5-DEDED	WeCanX TRACER 5-LAMP HOUSING RBRBR WITH WHITE OVERRIDE	\$649.00	4.00 ea	\$ 2,596.00
17	Sale	W-TCRB47	TRACER MTG KIT FORD F-150	\$0.00	4.00 ea	\$ 0.00
18	Sale	W-TLI2J	ION T-SERIES LINEAR DUO R/B	\$115.00	12.00 ea	\$ 1,380.00
19	Sale	W-TIONBKT2	ION T-SERIES LICENSE PLATE BKT	\$28.00	2.00 ea	\$ 56.00
20	Sale	W-I2J	DUO LINEAR ION RED/BLUE BLK	\$118.00	6.00 ea	\$ 708.00
21	Sale	W-WX2250-KM	10-LIGHT 50" ANGLED WCX 2250 KKMM	\$1,066.00	1.00 ea	\$ 1,066.00
22	Shipping	Shipping and Handling	Shipping and Handling	\$295.00	1.00 ea	\$ 295.00



911 Custom

15665 S Keeler St

Olathe, KS 66062

Phone: 913-390-8540

Email: sales@911custom.com

Order #	Date
59758	02/10/2025



All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

February 10, 2025 1:56:31 PM CST

Subtotal:	\$13,522.00
Sales Tax:	\$0.00
Total:	\$13,522.00
Paid:	\$0.00
Balance Due:	\$13,522.00

PRODUCT	PRICE	QUANTITY	TOTAL
 Case Commander® Incident Command System Add Case Logo? (\$95.00): ☐ Yes	\$2,420.00	1 + -	\$2,420.00 

CALCULATE SHIPPING

 Country	United States (US) 
 State / county	Missouri 
 Postcode / Zip	64068

UPDATE TOTALS

TOTALS

SUBTOTAL	\$2,420.00
SHIPPING AND HANDLING	☒ Ground (UPS): \$147.35 ☐ 2nd Day Air (UPS): \$636.52 ☐ 3 Day Select (UPS): \$410.35 ☐ Next Day Air (UPS): \$769.24 ☐ Next Day Air Saver (UPS): \$752.91 ☐ Next Day Air Early AM (UPS): \$804.64
HANDLING	\$5.00
TOTAL	\$2,572.35



CITY COUNCIL ACTION REPORT

Meeting Date: March 24, 2025

A/R No.: 2025-80

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution approving a temporary event liquor license for Historic Downtown Liberty, Inc. (HDLI) for the First Thursday-Let's Fla-Mingle event on August 7, 2025

Summary:

Temporary Event Liquor License for HDLI's First Thursday - Let's Fla-Mingle

Background:

In 2003, the City Code was amended, adding a temporary liquor license for events of short duration (7 days or less). Patterned after the State's license, this temporary liquor license allows any church, school, civic, service, fraternal, veteran, political or charitable club or organization to sell or serve alcohol, upon approval of the license by City Council.

Historic Downtown Liberty, Inc. (HDLI) has applied for a temporary liquor license to serve alcohol at the First Thursday - Let's Fla-Mingle event on August 7, 2025, from 5–9 p.m. The event will be held at HDLI located at 11 N. Gallatin Street.

The application and necessary certificate of liability insurance for the event have been reviewed by the appropriate staff, and approval is recommended.

City Code requires all paid employees of a business with a liquor license to obtain liquor dispensing permits. Unpaid staff is exempt from this requirement. It is the responsibility of the applicant to ensure that all individuals working with alcohol and consuming alcohol at the event meet age and other requirements.

Upon Council approval, a letter will be provided to HDLI for use in applying to the State for a temporary license. Council approval and a State license must be in place before the City will issue its temporary liquor license.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. RESOLUTION HDLI First Thursday - Let's Fla-Mingle

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE FIRST THURSDAY –
LET'S FLA-MINGLE EVENT ON AUGUST 7, 2025

WHEREAS, a temporary event liquor license application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application duly conforms to the standards and requirements of Chapter 3, Liberty Code of Ordinances, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to Historic Downtown Liberty, Inc. (HDLI) for the First Thursday – Let's Fla-Mingle event on Thursday, August 7, 2025, with the following stipulation:

1. No license shall be issued by the City until proof is provided of the State of Missouri having issued a temporary liquor license for the same event.

PASSED by the City Council this _____ day of _____, 2025.

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 24, 2025

A/R No.: 2025-90

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: Motion to approve the purchase of a new Caterpillar compact track loader for the Public Works Department from Foley Equipment in an amount not to exceed \$91,757.04

Summary:

Purchase a new Caterpillar compact track loader for the Public Works Department for an amount of \$91,757.04 from Foley Equipment.

Background:

The purchase of critical equipment is necessary for the maintenance of infrastructure and delivery of services for the city. Public Works maintenance staff have identified a new Caterpillar Compact Track Loader to be added to our fleet. The loader will be on tracks and will allow staff the resources needed for yard restorations associated with storm projects and other groundwork. We currently have a rubber-wheeled caterpillar compact track loader that will continue to be used for pavement repairs and other service needs, and includes existing attachments.

Public Works requested a quote through Sourcewell for a Caterpillar Compact Track Loader for \$91,757.04. This price included a Sourcewell discount of 21%.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: March 13, 2025 meeting approval
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item:351-70001-201	Amount: \$91,757.04
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Cat 255 Track Skid Loader (1)



Quote 219556-02

Feb 28, 2025

CITY OF LIBERTY - PUBLIC WORKS
ATTN: LANCE SPAINHOWER
101 E KANSAS
LIBERTY
Missouri
64068-2551

Attention: LANCE SPAINHOWER

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 255-05S2C Compact Track Loader

STOCK NUMBER: XGN5433

SERIAL NUMBER: 0FL706644

YEAR: 2025

SMU: 21

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Adam Lynd

Regional Sales Representative

1. The first step is to identify the problem.

2. Next, you should gather information.

3. Then, you should analyze the information and determine the cause of the problem.

4. After that, you should develop a plan to solve the problem.

5. Finally, you should implement the plan and evaluate the results.

6. Once you have implemented the plan, you should monitor the results and make adjustments as needed.

7. The last step is to document the results.

8. This is the end of the process.

9. Thank you for reading.

10. Goodbye.

11. Have a nice day.

12. See you next time.

13. Take care and stay healthy.

14. Bye-bye.

15. Love, [Name]

Caterpillar Model: 255-05S2C Compact Track Loader

STANDARD EQUIPMENT

POWERTRAIN, Cat C2.8T turbocharged diesel engine, -Gross horsepower per ISO 14396, 74.2 hp (55.3 kW), -Glow plugs starting aid, -Liquid cooled, direct injection, Air cleaner, dual element, radial seal, S-O-S sampling valve, hydraulic oil, Ecology drain - coolant, Filter, hydraulic supply, cartridge type, Filter, hydraulic return, cartridge type, Filter, canister type, engine oil, Filter, canister type, fuel, and water separator, Radiator / hydraulic oil, cooler (side-by-side), Spring applied, hydraulically released,, parking brakes, Hydrostatic transmission, Lockable fuel cap, Auto engine idle

UNDERCARRIAGE, Torsion Suspension (4 independent, torsion axles), Two speed travel, Integrated tie downs on track, frame (4),

HYDRAULICS, Selectable control pattern - ISO or H, Electro/hydraulic implement control, Electro/hydraulic hydrostatic, transmission control, Speed sensor guarding, Heavy duty flat faced quick disconnects, with integrated pressure release lever,

ELECTRICAL, Work Tool Electrical Harness, Heavy duty battery, -includes battery disconnect with, lockout feature, 12 volt electrical system, 85 ampere alternator, LED work lights, Auto reverse lights, Switch backlighting, Interior LED dome light, Backup alarm, Electrical outlet, beacon, Courtesy lighting, exterior, Automatic Work light notification flash, when parking brake is released,

OPERATOR ENVIRONMENT, Operator warning system indicators:, -Air filter restriction, -Alternator output, -Armrest raised / operator out of seat, -Engine coolant temperature, -Engine oil pressure, -Glow plug activation, -Hydraulic supply filter restriction, -Hydraulic oil temperature, -Park brake engages, -Engine emission system, (where applicable), Control interlock system, when operator, leaves seat or armrest raised:, -Hydraulic system disables, -Hydrostatic transmission disables, -Parking brake engages, ROPS cab, tilt up, FOPS, Level I, Color LCD monitor:, -Creep speed control, -Drive response adjustment, -Implement response adjustment, -Drive Power Priority adjustment, -Language selection (x32), -Date, Time, Units, and brightness, settings, -Multi-operator Anti-theft Security, System & Monitoring, -Maintenance schedule and reminders, -Event and Diagnostic Code monitoring, -Smart Technology, enables use of, Smart Attachments, Gauges: fuel level, hour meter,, hydraulic temperature, battery, voltage, tachometer., Cell Phone Storage Pocket, Cup Holder, Ergonomic contoured armrest, Independently adjustable, seat, mounted joystick controls., Top and rear windows, Floormat, Headliner, Interior rear view mirror, Horn, Hand (dial) throttle, electronic, 12 volt power port, Rear window breaker hammer,

FRAMES, Lift linkage, vertical path, Chassis, one piece welded, Machine tie down points (9), Removable panels for machine, frame cleanout, Support, lift arm, Steel rear and front bumpers, welded, Fuel fill, machine right hand side

OTHER STANDARD EQUIPMENT, Steel engine door with replaceable, louvers, Engine door - lockable, Extended life antifreeze (-37C, -34F), Work tool attachment coupler, Hydraulic oil level sight gauge, Radiator coolant level sight gauge, Radiator expansion bottle, Cat ToughGuard TM hose, Hydraulic demand cooling fan

MACHINE SPECIFICATIONS

Description	Reference No
255 CTL DCA4B	651-8295
2025 MODEL	
255 05A COMPACT TRACK LOADER	586-0258
CAB PACKAGE, PRO PLUS	651-8303
HYDRAULICS, PERFORMANCE, (HP1)	585-9682
WORK LIGHTS,LED	579-2310
COMFORT PKG, ENCLOSED CAB,HVAC	585-9836
SEAT,AIR SUSPENSION,CLOTH,HEAT	585-9587
PACKAGE, TECHNOLOGY (T4)	601-6603
FAN, COOLING, DEMAND	585-9666
QUICK COUPLER, HYD, SELF LEVEL	586-0291
HOSE GUIDE, ATTACHMENT	640-5405
IDLER WHEELS, TRIPLE FLANGE	642-3004
RIDE CONTROL, NONE	592-6357
REAR LIGHTS	579-2312
DOOR, CAB, GLASS	593-7243
SEAT BELT, 2"	613-1924
CERTIFICATION ARR, P65	643-7208
HEATER, ENGINE COOLANT, 120V	594-2212
GUARDING / SEALING PKG, (HD1)	586-0092
TRACK,RUBBER,400MM(15.7 IN)BAR	594-1466
FUEL, MANUAL PRIMING	605-5791
INTEGRATED RADIO	651-8586
PRODUCT LINK, CELLULAR PLE643	652-8377
INSTRUCTIONS, ANSI, USA	585-9582
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACK, DOMESTIC TRUCK	0P-0210
BRSSBP118C - XGN02775	0P0096
DOOR, CAB, POLYCARBONATE	593-7244

SELL PRICE	\$114,769.00
EXT WARRANTY	\$5,050.00
CSA	\$562.00
SOURCEWELL DISCOUNT 21% OF LIST	(\$21,595.14)
CUSTOMER LOYALTY DISCOUNT	(\$12,200.00)
NET BALANCE DUE	\$86,585.86
PDI/MAKE READY	\$5,171.18
PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$91,757.04

WARRANTY

Standard Warranty:	24 Month 2000 Hour Premier
Extended Warranty:	48 Month/4000 Hour Premier Warranty
CSA	CVA BASIC NO OIL 1000 HOURS/2 YEAR

F.O.B/TERMS

Kansas City, MO

OPTIONS: ***PARTS ONLY***

Components	Ref No.	Qty	Sell
------------	---------	-----	------

Accepted by _____ on _____

Signature

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

S O L D T O	CUSTOMER	CITY OF LIBERTY - PUBLIC WORKS			S H I P T O
	STREET ADDRESS	101 E KANSAS			
	CITY/STATE	LIBERTY, MO	COUNTY	CLAY	
	POSTAL CODE	64068-2551	PHONE NO.	816 439 4517	
	CUSTOMER	EQUIPMENT LANCE SPAINHOWER			
	CONTACT:	PRODUCT SUPPORT LANCE SPAINHOWER			
	INDUSTRY CODE:	LEGISLATIVE BODIES (CITY/COUNTY) (9121)	PRINCIPAL WORK CODE		
CUSTOMER NUMBER 104335		Sales Tax Exemption # (if applicable) N/A		CUSTOMER PO NUMBER (For reference only)	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE ☐		NET ON DELIVERY ☐		FINANCIAL SERVICES ☐ CSC ☐ LEASE
	CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00	CONTRACT INTEREST RATE 0		
	PAYMENT PERIOD	PAYMENT AMOUNT 0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT \$0.00	
	DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR		MODEL: 255-05S2C		YEAR: 2025	
STOCK NUMBER: XGN5433		SERIAL NUMBER: 0FL706644			
255 CTL DCA4B		651-8295	DOOR, CAB, GLASS	593-7243	
2025 MODEL			SEAT BELT, 2"	613-1924	
255 05A COMPACT TRACK LOADER		586-0258	CERTIFICATION ARR, P65	643-7208	
CAB PACKAGE, PRO PLUS		651-8303	HEATER, ENGINE COOLANT, 120V	594-2212	
HYDRAULICS, PERFORMANCE, (HP1)		585-9682	GUARDING / SEALING PKG, (HD1)	586-0092	
WORK LIGHTS, LED		579-2310	TRACK, RUBBER, 400MM (15.7 IN) BAR	594-1466	
COMFORT PKG, ENCLOSED CAB, HVAC		585-9836	FUEL, MANUAL PRIMING	605-5791	
SEAT, AIR SUSPENSION, CLOTH, HEAT		585-9587	INTEGRATED RADIO	651-8586	
PACKAGE, TECHNOLOGY (T4)		601-6603	PRODUCT LINK, CELLULAR PLE643	652-8377	
FAN, COOLING, DEMAND		585-9666	INSTRUCTIONS, ANSI, USA	585-9582	
QUICK COUPLER, HYD, SELF LEVEL		586-0291	SERIALIZED TECHNICAL MEDIA KIT	421-8926	
HOSE GUIDE, ATTACHMENT		640-5405	PACK, DOMESTIC TRUCK	0P-0210	
IDLER WHEELS, TRIPLE FLANGE		642-3004	BRSSBP118C - XGN02775	0P0096	
RIDE CONTROL, NONE		592-6357	DOOR, CAB, POLYCARBONATE	593-7244	
REAR LIGHTS		579-2312			
TRADE-IN EQUIPMENT			SELL PRICE \$114,769.00		
MODEL: YEAR: SN:			EXT WARRANTY \$5,050.00		
PAYOUT TO: AMOUNT: PAID BY:			CSA \$562.00		
MODEL: YEAR: SN:			SOURCEWELL DISCOUNT 21% OF LIST (\$21,595.14)		
PAYOUT TO: AMOUNT: PAID BY:			CUSTOMER LOYALTY DISCOUNT (\$12,200.00)		
MODEL: YEAR: SN:			NET BALANCE DUE \$86,585.86		
PAYOUT TO: AMOUNT: PAID BY:			PDI/MAKE READY \$5,171.18		
MODEL: YEAR: SN:			PLUS APPLICABLE TAXES CALCULATED AT DELIVERY \$91,757.04		
PAYOUT TO: AMOUNT: PAID BY:					
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			ACH Information: Bank = Wells Fargo NA ABA number 121000248 Account number 4121956387 Email remittance advice to ACHPMTS@foleyeq.com Customer responsible for all applicable taxes at the time of delivery.		
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
☒ CATERPILLAR EQUIPMENT WARRANTY INITIAL			☐ USED EQUIPMENT WARRANTY INITIAL		
The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier 48 Month/4000 Hour Premier Warranty			All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: 		
CSA: CVA BASIC NO OIL 1000 HOURS/2 YEAR					
NOTES: Attached quote based on CAT/Sourcewell 2025 National Pricing Agreement # 011723-CAT					

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

ORDER RECEIVED BY	Foley Equipment Company Lynd, Adam	APPROVED AND ACCEPTED ON	PURCHASER CITY OF LIBERTY - PUBLIC WORKS
	REPRESENTATIVE		PURCHASER
	SALES MANAGER	BY	SIGNATURE
			TITLE

TERMS AND CONDITIONS

1. Agreement. This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

2. Payment and Representations. Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

3. Delivery and Taxes. Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

5. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

6. Rental Purchase Option. If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

7. Laws. This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

10. Assignment and Entire Agreement. Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials _____



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 24, 2025

A/R No.: 2025-91

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: Motion to approve the purchase of a pothole truck from Doggett Freightliner for the Public Works Department in an amount not to exceed \$229,649.52

Summary:

Purchase of a new pothole truck for a not-to-exceed amount of \$229,649.52 from Doggett Freightliner of South Texas LLC.

Background:

Public Works maintenance staff have identified the need to replace our 12-year-old pothole truck. The pothole truck is the most used vehicle in our fleet.

The pothole truck is a specialized vehicle that starts out as a specified chassis, which we specify as a Freightliner to match our dump trucks for maintenance consistency. The other items include an asphalt aggregate hopper with a 4.25 cubic yard capacity, an emulsion oil tank and heating system with a 100-gallon capacity, and dispensing systems for agitators, oil pump, hand sprayer and heating. The quote for the Freightliner Chassis with the City of Liberty specifications was \$108,034.52 and the outfitting of the asphalt repair part of the equipment is an additional \$121,615.00. This makes the total cost of a new pothole truck \$229,649.52.

The quote for the new pothole truck was quoted through a governmental consortium program of The Interlocal Purchasing System (TIPS), similar to Sourcewell, for a total price of \$229,649.52 from Doggett Freightliner of South Texas LLC.

The current pothole truck will be sold through an action program by Purplewave, after delivery of the new truck. We have used them to sell other equipment and have found favorable sale prices on items.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: March 13, 2025 approved
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 351-70001-201	Amount: \$229,649.52
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. City of Liberty, MO HD Pro Patch Bid
2. City of Liberty, MO Pro Patch
3. HD Industries Cab and Chassis Specs



DOGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721Bus: 512-389-0000
Fax: 512-389-2663

INV #:

DATE: 1/24/2025
INVOICE / BUYER'S ORDER

BUYER'S NAME CITY OF LIBERTY CITY		TELEPHONE	
ADDRESS 400 SUDDARTH		CITY LIBERTY CITY	STATE MO
YEAR 2026	MAKE FREIGHTLINER	MODEL/BODY M2106 PLUS	VIN TBD
		ZIP CODE 64068	
		LICENSE PLATE	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above described vehicle sold by Freightliner of Austin is sold as is, without either express or implied warranties of any kind. Freightliner of Austin, including warranties of merchantability, fitness, and Buyer will bear the entire expense of repairing or replacing any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Freightliner of Austin covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of purchase, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

MILEAGE:	
TIPS CONTRACT #230802	
CHASSIS BASE MODEL PRICE	\$85,556.52
OPTION CONTENT	\$22,478.00
HD PRO-PATCH TCM 500-100 DHER	\$121,615.00

CUSTOMER COPY

MILEAGE	MAKE	MODEL/BODY	VIN
YEAR			
MILEAGE	MAKE	MODEL/BODY	VIN
YEAR			

PAYOFF TO:		TOTAL	\$229,649.52
ADDRESS:		(Trade Allowance)	(\$0.00)
TELEPHONE:	FAX:	TRADING DIFFERENCE	\$229,649.52
GOOD UNTIL:		SALES TAX	\$0.00
QUOTED BY:		DEALER'S INVENTORY TAX	\$0.00
SHOW LIEN TO:	Body Type:	LICENSE FEE	\$0.00
ADDRESS:	License Wt:	DOCUMENTARY FEE	\$0.00
	State Insp:	FEDERAL EXCISE TAX	\$0.00
DATED:	LIEN AMOUNT \$	TOTAL SALE PRICE	\$229,649.52
DRAFT FOR \$	License:	PAYOFF ON TRADE	\$0.00
DRAFT THRU:	Title:	EXT. WARRANTY	\$0.00
ADDRESS:	Transfer:	LESS DEPOSIT	\$0.00
		Total Balance Due	\$229,649.52

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions. La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier otro contrato y que aparece en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms of relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of a new vehicle. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered to Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees to determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear, except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged, and has not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, warranties, or any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government. It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____

SELLER'S SIGNATURE: _____

DATE: _____



H.D. Industries, Inc.
135 CR 3217
Jacksonville TX 75766 US

BILL TO
CITY OF LIBERTY CITY
CITY HALL
P O BOX 159
LIBERTY CITY, MO 64068

SHIP TO
CITY OF LIBERTY CITY
LIBERTY CITY MO, CITY OF
COMMUNITY MAINT.
400 SUDDARTH
LIBERTY CITY, MO 64068

ESTIMATE

DATE	EXPIRATION	ESTIMATE #
11/18/2024	3/24/2025	E11225

DESCRIPTION	QTY	RATE	AMOUNT
BASIC TCM UNIT MODEL 425-100 DHE Specs (1/2)			
The Pro-Patch model TCM 425-100 DHE is a unitized asphalt repair machine capable of making permanent asphalt repairs under most weather conditions.			
BODY DIMENSIONS			
The body is 112" long, 50" high and 78" wide. It has Diamond Tread safety step side fenders with two ladders, body assist handles. Ladders and assist handles are not available on bodies with a work deck. Body has L.E.D. style stop, turn, emergency flashers and marker lights. The body has a lockable tool storage compartment measuring 83" long, 18" deep and 10" high. All electrical wiring shall color-coded, solder shrink-wrapped in polyvinyl, and encased in conduit. MUD FLAPS INCLUDED.			
HEATING SYSTEMS			
Dry radiant heat chamber heated by 2 68,000 BTU retort tube propane burners with vertical exhaust stacks. The exhaust stack dampeners are electronically actuated to close when burners are off to reduce heat loss. The burners are thermostat controlled and regulated at 10 PSI. The ignition system is 12 volt DC with electronic igniter. Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating. Burner has two stages, ignites on 10 oz. pressure, and operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater. Thermostats will be 0/300° F. solid state. Systems using Heat Transfer Oil are not acceptable.			
CAPACITY			
The asphalt aggregate hopper holds 4.25 cubic yards level full or 6 tons maximum load.			
EMULSION OIL TANK CAPACITY AND HEATING SYSTEM	1.00	90,995.00	90,995.00
The tank, built onto the main body, has a capacity of 100 gallons and a double steel jacket with 2" insulation. The tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 150° F., using the truck engine coolant system as the heat source. The emulsion pump and all lines are in an insulated heated area. The tank 220-volt thermostat controlled NEMA explosion proof dry well electric heater. Tank has an 8" fill spout and a 2" gate valve on tank drain. For ease of maintenance or change out of heater, tank does not have to be drained.			
BODY INSULATION			
The asphalt aggregate hopper and road oil tank are fully insulated with 2" industrial, high-temperature 12R factor insulation encased in a double steel jacket.			
ELECTRONIC CONTROLS			
All electronic controls will be solid-state shock-resistant. Thermostat for tack oil tank is 50/200° F. Thermostat for asphalt aggregate hopper is 0/300° F. Digital with temperature read out. Thermostat for the asphalt hopper has built-in high limit safety shut down switch. Same thermostat controls the 12-volt LP Gas fired system and the 220-volt electric heating system.			



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ESTIMATE

DATE	EXPIRATION	ESTIMATE #
11/18/2024	3/24/2025	E11225

DESCRIPTION	QTY	RATE	AMOUNT
ASPHALT DISPENSING SYSTEM, SCREW CONVEYOR TYPE 9' long by 10" diameter 3/8" progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted. Conveyor is driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. Shall have a delivery chute with 120° of pivot. All bearings can be greased through a feeder line mounted outside the unit from ground level.			
Basic TCM Specs (2/2) ASPHALT AGITATOR The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. All bearings can be greased through a feeder line mounted outside the unit from ground level.			
ELECTRIC HEATING SYSTEM Aggregate hopper and liquid asphalt oil tank is heated by a 220-volt, 62 kW OSHA required NEMA explosion proof dry well electric heater, thermostat controlled with 25' of cord with dual in-line 30 amp fuses with MOV 220 vac surge absorber. The heating system can maintain heated material up to 300° F. during non-working hours.			
HYDRAULIC HOSE AND FITTINGS All high-pressure hoses and crimped fittings have a minimum of 9600 PSI burst pressure.			
LIQUID ASPHALT OIL PUMP A hydraulically driven, 1 1/2" self-priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI. The emulsion pump and all oil lines are in an insulated heated area. The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip. Air injection systems do not have this capability.			
LIQUID ASPHALT HAND SPRAYER A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.			
ELECTRIC HEATING SYSTEM The asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, 62 kw OSHA required NEMA explosion proof dry well electric heater, thermostat controlled with 25' of cord with dual in-line 30 amp fuses with MOV 220 vac surge absorber. The heating system is capable of maintaining heated material up to 300° F. during non-working hours.	1.00	0.00	0.00
HYDRAULIC CONTROL VALVE Five spool, two-way, variable flow with 2200 PSI relief valve. The valve controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, liquid asphalt pump and tool circuit. The valve has an internal or external safety design that will protect the			



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LIBERTY CITY MO, CITY OF
COMMUNITY MAINT.
400 SUDDARTH
LIBERTY CITY, MO 64068

ESTIMATE

DATE	EXPIRATION	ESTIMATE #
11/18/2024	3/24/2025	E11225

DESCRIPTION	QTY	RATE	AMOUNT
-------------	-----	------	--------

operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open. This system is designed to divert hydraulic oil pressure back to the tank. Electric solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. The valve is operated from the rear of machine by remote levers. To reduce maintenance problems the main directional control valve stack has no electric solenoids.

SERVICE MANUALS AND TRAINING

H.D. Industries, Inc. will furnish two (2) parts, service and operators manuals with a training program for each machine and delivery.

WARRANTY

H.D. Industries warrants the Pro-Patch Asphalt Pothole Patcher for a full twelve (12) months against defects in material and workmanship of the body and on all parts and labor.

The warranty shall also include factory technical support by emailing info@pro-patch.com or call 1-800-256-6126. The Purchaser or end user shall be given a password that will give them 24 hour operating and maintenance instructions on any computer or smartphone.

Standard Truck Mounted Options

Standard Options	1.00	30,620.00	30,620.00
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HYDRAULIC OPERATED STEEL TOP DOORS

Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity. Doors are insulated with 2" of high-temperature insulation in a double steel jacket. The doors have rain seal caps and flex plates to keep asphalt out of door hinges. Each door shall have a 1 1/2" bore with 13" stroke hydraulic cylinder with bypass and flow control valves. The controls for doors are at the front of the unit behind truck cab passenger side.

1.00	6,000.00
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SPOILS BIN 1.25CY

30" wide gravity dump asphalt spoils bin allows spoils to loaded or discharged from both sides of the truck.

1.00	2,795.00
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SECONDARY AUGER MOTOR

A secondary, hydraulic, 13,000 in.lb. Torque, variable speed booster motor installed at rear of auger to assist in dispensing bad or stiff asphalt mix. This also eliminates shearing coupler keys and bolts in the auger shaft.

1.00	2,999.00
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DRIP PAN

An eight (8) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work day, with necessary valve for draining.

1.00	525.00
------	--------



H.D. Industries, Inc.
135 CR 3217
Jacksonville TX 75766 US

BILL TO
CITY OF LIBERTY CITY
CITY HALL
P O BOX 159
LIBERTY CITY, MO 64068

SHIP TO
CITY OF LIBERTY CITY
LIBERTY CITY MO, CITY OF
COMMUNITY MAINT.
400 SUDDARTH
LIBERTY CITY, MO 64068

ESTIMATE

DATE	EXPIRATION	ESTIMATE #
11/18/2024	3/24/2025	E11225

DESCRIPTION	QTY	RATE	AMOUNT
FRAME MOUNTED 50 GAL LP BOTTLE /W HAND TORCH <i>Frame-mounted 50-gallon capacity LP Gas Bottle with quick fill connector, 10 psi regulator and fuel sight gauge and 200,000 BTU hand torch.</i>	1.00	2,080.00	
MAXXIMA STT RECTANGLE 6.5" OVAL TAIL LIGHTS <i>MAXXIMA STT RECTANGLE LED red, clear, amber, & strobe tail lights</i>	1.00	695.00	
WORK DECK 22"X46" <i>Available on units with a built-on road oil tank, the work deck is constructed of 1/4" angle iron and 3/16" expanded metal with assist hand rails and shall be mounted between hopper and truck cab. Deck provides easy and safe access to emulsion oil tank and asphalt hopper.</i>	1.00	1,475.00	
PTO HOT SHIFT <i>A Muncie or Chelsea PTO Hot Shift with over speed control (Or equivalent).</i>	1.00	3,499.00	
THROTTLE CONTROL <i>An electronic engine throttle control remote rear mounted.</i>	1.00	362.00	
FIRE EXTINGUISHER 10 LB <i>ABC fire extinguisher mounted on patch unit with vehicle mounting bracket. 10 Lb. External mounted extinguisher.</i>	1.00	170.00	
COST TO HARD SURFACE SCREW CONVEYOR <i>Hard Surfaced Screw Conveyor has hard-wired bead welded on flight of auger to enhance longevity.</i>	1.00	400.00	
ASPHALT LUTE AND SHOVEL HOLDER <i>Spring-loaded asphalt lute and shovel holder, One (1) on each side of hopper</i>	2.00	225.00	
DIESEL FUEL / RELEASING AGENT HOSE REEL <i>Hose reel for diesel fuel / Releasing Agent spray wand has 20' of hose. Reel is spring-loaded auto-retractable.</i>	1.00	475.00	
BACKUP CAMERA w/ 7" Screen/Audio <i>Backup Camera System RVS-770613 – Kit Color 7" Screen w/ audio sound, Four (4) Camera Kit and Mobile Mule 5500 Mobile DVR on-board Recording with 256 GB SD with GPS Capabilities.</i>	1.00	2,475.00	
16-LIGHT DIRECTIONAL ARROW BOARD <i>State D.O.T. Approved Superior Signal model SRTA16. With 16 amber (L.E.D.) lights, 32 flash patterns, 8 patterns per function. Arrow flashing left, right, and warning bar. The board is mounted on the rear of the patch unit with in cab controls</i>	1.00	1,695.00	



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ESTIMATE

DATE	EXPIRATION	ESTIMATE #
11/18/2024	3/24/2025	E11225

DESCRIPTION	QTY	RATE	AMOUNT
LIGHT BAR OVER CAB TSA/SYRLB-49-A4 Over-Cab Light bar, mounted on rack above cab	1.00	1,900.00	
GRILL MOUNT STROBE LIGHT Set of Two (2) Maxxima M20484 YCL, LED Amber or White 4" Front Grill Strobe Lights, 22 flash patterns.	1.00	225.00	
PAINT BOOTH:PAINT BOOTH Black (Included in price)	1.00	0.00	
DELIVERY AND TWO (2) DAYS TRAINING DELIVERY AND TWO (2) DAYS TRAINING	1.00	2,400.00	

SUBTOTAL	121,615.00
DISCOUNT	

TOTAL USD	121,615.00
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Prepared by:
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DOGGETT FREIGHTLINER OF
SOUTH TEXAS, LLC
1701 SMITH ROAD
AUSTIN, TX 78721
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SPECIFICATION PROPOSAL

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-29M (EFF:MY26 ORDERS)		
Data Version			
	SPECPRO21 DATA RELEASE VER 022		
Vehicle Configuration			
	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
	2026 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION, NON-TOWING		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
	NONE		
	UTILITY/REPAIR/MAINTENANCE SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	FIXED LOAD COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		



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Description	Weight Front	Weight Rear
EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs		
Truck Service		
TANK BODY		
FOA BODY & EQUIPMENT		
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine		
CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters		
75 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND		
ONE REMOTE PTO SPEED		
PTO SPEED 1 SETTING - 700 RPM		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING		
ENGINE MOUNT PTO, NO SWITCH, TEM SUPPLIED REQUEST, DRIVING INTERLOCKS		
Engine Equipment		
EPA 2010/GHG 2024 CONFIGURATION		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		

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Description	Weight Front	Weight Rear
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4	
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
STANDARD EXHAUST SYSTEM LENGTH		
RH STANDARD HORIZONTAL TAILPIPE		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
NO MUFFLER/TAILOPIPE SHIELD	-10	
AIR POWERED ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
FULL FLOW OIL FILTER		

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Description	Weight Front	Weight Rear
NO COOLANT FILTER	-10	
700 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Description	Weight Front	Weight Rear
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE
MERITOR 15X4 Q+ CAM FRONT BRAKES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES

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Description	Weight Front	Weight Rear
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
TRW THP-60 POWER STEERING POWER STEERING PUMP		
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension		
12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
6.14 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension		
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
SPRING SUSPENSION - NO AXLE SPACERS		
STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Pusher / Tag Equipment		

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Description	Weight Front	Weight Rear
NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System		
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS WITH TRACTION CONTROL		
REINFORCED NYLON, FABRIC BRAID AND WIRE		
BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE		
PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,		
NO REAR PROPORTIONING VALVE		
BW AD-9SI BRAKE LINE AIR DRYER WITH		
HEATER		
AIR DRYER MOUNTED UNDER HOOD		
STEEL AIR BRAKE RESERVOIRS		
PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections		
NO TRAILER AIR HOSE		
NO AIR HOSE HANGER		
NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame		
5325MM (210 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME	270	260
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI		
1875MM (74 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 71 INCH TO 80	-20	100
INCH		
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :		
144.09 in		
CALCULATED EFFECTIVE BACK OF CAB TO		
REAR SUSPENSION C/L (CA) : 141.09 in		
CALC'D FRAME LENGTH - OVERALL : 322.42 in		
CALCULATED FRAME SPACE LH SIDE : 108.53		
in		
CALCULATED FRAME SPACE RH SIDE : 110.63		
in		
CALC'D SPACE AVAILABLE FOR DECKPLATE :		
0.0 in		
SQUARE END OF FRAME		

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Description	Weight Front	Weight Rear
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment		
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
NO MUDFLAP BRACKETS		
NO REAR MUDFLAPS		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fifth Wheel		
NO FIFTH WHEEL		
Fuel Tanks		
50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
EQUIFLO INBOARD FUEL SYSTEM		
AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		

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	Description	Weight Front	Weight Rear
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
	BRIDGESTONE M726ELA 11R22.5 14 PLY RADIAL REAR TIRES		76
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		52
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	LH AND RH GRAB HANDLES		
	HOOD MOUNTED CHROMED PLASTIC GRILLE		
	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
	SINGLE ELECTRIC HORN		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
	LED AERODYNAMIC MARKER LIGHTS		
	DAYTIME RUNNING LIGHTS		
	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
	STANDARD FRONT TURN SIGNAL LAMPS		

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Description	Weight Front	Weight Rear
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
STANDARD SIDE/REAR REFLECTORS		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS		
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

PROFESSIONAL TRIM PACKAGE
 MIST AND CARBON CLOTH INTERIOR
 "PROFESSIONAL"
 CARBON WITH BASE BLACK ACCENT
 MOLDED PLASTIC DOOR PANEL
 MOLDED PLASTIC DOOR PANEL
 BLACK MATS WITH SINGLE INSULATION
 ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET
 FORWARD ROOF MOUNTED CONSOLE
 LH AND RH DOOR STORAGE POCKETS
 INTEGRATED INTO MOLDED DOOR PANELS
 DIGITAL ALARM CLOCK IN DRIVER DISPLAY
 (2) CUP HOLDERS LH AND RH DASH
 M2/SD DASH
 5 LB. FIRE EXTINGUISHER
 HEATER, DEFROSTER AND AIR CONDITIONER
 STANDARD HVAC DUCTING
 MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
 STANDARD HEATER PLUMBING
 VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR

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Description	Weight Front	Weight Rear
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
PREMIUM LED CAB LIGHTING		
REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 4		
LH AND RH ELECTRIC DOOR LOCKS		
NO MATTRESS	-20	-15
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

NO INSTRUMENT PANEL-DRIVER
CONFIGURABLE UPPER PANEL WITH INTEGRATED LOWER STORAGE
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
BLACK GAUGE BEZELS

Prepared for:
KEVIN KRIEG
STOCK AUSTIN TX BTFD
1701 SMITH RD
AUSTIN , TX 78721
Phone: 512-389-0000

Prepared by:
Kevin Krieg
DOGETT FREIGHTLINER OF
SOUTH TEXAS, LLC
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Description	Weight Front	Weight Rear
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
NO OBSTACLE DETECTION SYSTEM		
NO DR ASSIST SYSTEM		
POWER, GROUND AND ROOF MOUNTED BRACKET FOR ALLIANCE WIRELESS TECHNOLOGIES (THIRD EYE VIDEO SYSTEM) REAR VISION MONITOR AND VENDOR CAMERA CABLE TO BACK OF CAB	5	

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Description	Weight Front	Weight Rear
NO VEHICLE STABILITY ADVISOR OR CONTROL		
NO LANE DEPARTURE WARNING SYSTEM		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
NO OVERHEAD INSTRUMENT PANEL		
1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
RAM MOUNT OVERHEAD CONSOLE WITHOUT POWER AND GROUND		
7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
NO AM/FM RADIO ANTENNA		
NO CB RADIO MOUNTING PROVISION		
SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
INTEROPERABLE SDAR ANTENNA		
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
IGNITION SWITCH CONTROLLED ENGINE STOP		
TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO END OF FRAME, CAPPED		
HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		

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SOUTH TEXAS, LLC
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Description	Weight Front	Weight Rear
REAR SPRING LOADED HAND CONTROL BRAKE VALVE	2	
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
POWDER WHITE (N0006EA) FRONT
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
BUMPER PAINT: FP24812 ARGENT SILVER
DUPONT FLEX
STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

Sales Programs

BUSINESS QUOTE SALES PROGRAM

TOTAL VEHICLE SUMMARY

Prepared for:
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STOCK AUSTIN TX BTFD
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Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6437 lbs	4311 lbs	10748 lbs
Total Weight ⁺	6437 lbs	4311 lbs	10748 lbs

Extended Warranty

TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



To: City Council Members
From: Greg Canuteson, Mayor
Subject: Boards and Commissions Appointments
Date: March 24, 2025

I would like to recommend the following individual for appointment to the board/commission listed below:

1. Planning & Zoning Commission

- a. Appoint Douglass Noland to a term expiring 1/1/2028.

Douglass Noland is a longtime Liberty resident and has been an attorney in town for 44 years. He has been involved in zoning and development actions and has represented landowners in condemnation actions.

- b. Appoint Josh Crawford to a term expiring 1/1/2028.

Josh Crawford is the owner of J&S Pizza and Eileen's Cookies in Liberty. He is currently serving as a Co-Chair for the General Sales Tax 1% increase initiative. Josh also received the Citizens Service Award from the Liberty Police Department in 2024.

Ordinance Amending Chapter 30, “Unified Development Ordinance”, of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 25-07A) **{further postpone to April 14, 2025}**

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF February 28, 2025 to March 14, 2025

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

The attached lists of vendor checks as drawn by the finance director is hereby
acknowledged, in the amounts and to the persons as listed. Said report is hereby
incorporated by reference as part of this ordinance. Total disbursements by individual
fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	100	\$ 179,647.16
LIMITED CAPITAL FUND	350	\$ 14,432.48
TIF-BLUE JAY CROSSING	709	\$ 35,194.75
LIBERTY CORNERS CID	605	\$ 42,447.19
CAPTIAL SALES TAX FUND	351	\$ 2,642.70
TRANSPORTATION SALES TAX FUND	352	\$ 3,045.37
ECO/DEVO SALES TAX FUND	354	\$ 86,932.29
FIRE SALES TAX FUND	356	\$ 53,763.05
PUBLIC SAFETY SALES TAX FUND	243	\$ 16,023.66
PARKS FUND	460	\$ 4,355.77
SPORTS COMPLEX FUND	461	\$ 25,603.91
COMMUNITY CENTER FUND	465	\$ 12,244.07
TRANSIENT GUEST TAX FUND	244	\$ 31,244.21
CEMETERY MAINTENANCE FUND	247	\$ 924.00
WATER OPERATING FUND	590	\$ 52,969.31
WASTEWATER OPERATING FUND	591	\$ 50,387.58
WATER CAPITAL FUND	592	\$ 42,477.05
WASTEWATER CAPITAL FUND	593	\$ 29,264.55
SOLID WASTE FUND	595	\$ 172,205.84
PAYROLL CHECKS & BENEFITS	3/7/2025	\$ 1,354,579.88
TOTAL APPROPRIATIONS		\$ 2,210,384.82

PASSED by the Council this 24th day of March, 2025.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 24th day of March, 2025.

Greg Canuteson - MAYOR

Appropriations Legend

Account Number	Fund and Departments
10	General Fund
10.10	Council
10.20	Administration
10.25	Human Resources
10.30	Finance
10.40	Police
10.50	Fire
10.60	Parks-Aging Services
10.70	Public Works
10.80	Planning and Development Services
10.90	Information Services
10.95	City Wide
11	Limited Capital Fund
14	Downtown 353
15	Residential 353
16	TIF-Liberty Commons
17	CID-Liberty Commons
18	TDD-Liberty Commons
20-21	TIF-Liberty Triangle Project
22	TIF-Liberty Triangle Series 2007
23	TIF-Roger's Plaza
24	TIF-Blue Jay Crossing
25	TIF-Triangle Project B-1
26	TIF-Triangle Project F
27	Rogers CID Sales Tax
28	Blue Jay Crossing CID Sales Tax
29	Triangle CID Sales Tax
30	South Liberty Parkway
31	TIF-South Liberty Parkway-Whitehall
32	TIF-Project E
33	TIF-Triangle Project E
35	TIF-Tiangle Project E-4
36	Liberty Corners CID
37	TIF-Triangle Project E-1
38	TIF-Triangle Project E-2
39	Healthy Living Community
40 & 41	Cemetery Trust Funds
42	F Hughes Library Trust
50	Capital Sales Tax Fund
51	PFA Construction Fund
52	Transportation Sales Tax Fund
54	Park Sales Tax Fund
55	Parks Development Fund
56	Eco/Devo Sales Tax Fund
57	Capital Const Bond Fund
58	Fire Sales Tax Fund
59	Public Safety Sales Tax Fund
60	Parks Fund
61	Sports Complex Fund
65	Community Center Fund
67	Transient Guest Tax Fund
68	Preservation & Development Fund
69	Police Training Fund
70	Cable Reserve Fund
73	Cemetery Maintenance Fund
75	Loss Control Fund
80	Debt Service Fund
81	Tax Escrow Fund
82	TIF-Triangle B-1 Debt Service (CCHC)
83	TIF Debt Service 2007 Fund
86	TIF Debt Service Fund
87	NID Debt Service Fund
88	PFA Debt Service Fund
90	Water Operating Fund
90.30	Finance-Utility Billing
90.70	Public Works
92	Wastewater Operating Fund
92.30	Finance-Utility Billing
92.70	Public Works
94	Water Capital Fund
96	Wastewater Capital Fund
97	Wastewater Treatment Facility
98	Solid Waste Fund
98.30	Finance-Utility Billing
98.70	Public Works

MARCH 7, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 03/06/2025 and 03/07/2025;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189741; 03/07/2025; Outstanding; null										
	12	R. JOEL REINOEHL	OH05	02/25/2025	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	One Hour HVAC Banner & Scoreboard Sponsorship	\$ 86.62
	12	R. JOEL REINOEHL	SRJ02	03/04/2025	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Spartan Jack Banner Sponsorship	\$ 86.62
	12	R. JOEL REINOEHL	OH05	02/25/2025	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	One Hour HVAC Banner & Scoreboard Sponsorship	\$ 129.94
	12	R. JOEL REINOEHL	SRJ02	03/04/2025	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Spartan Jack Banner Sponsorship	\$ 129.94
	12	R. JOEL REINOEHL	SRJ02	03/04/2025	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Spartan Jack Banner Sponsorship	\$ 264.69
	12	R. JOEL REINOEHL	OH05	02/25/2025	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	One Hour HVAC Banner & Scoreboard Sponsorship	\$ 864.69
	12	R. JOEL REINOEHL	CFA001	02/24/2025	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Chick-fil-A Field Sponsorship	\$ 1,200.00
	12	R. JOEL REINOEHL	MP001	02/27/2025	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Minsky's Field Sponsorship	\$ 1,200.00
	12	R. JOEL REINOEHL	LW02	02/25/2025	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Linden Woods Pickleball Sponsorship	\$ 2,062.50
CHECK TOTAL FOR CHECK NUMBER 189741										\$ 6,025.00
189742; 03/07/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	9807257	02/27/2025	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 1,327.45
CHECK TOTAL FOR CHECK NUMBER 189742										\$ 1,327.45
189743; 03/07/2025; Outstanding; null										
	93	VIRTRU CORPORATION	INV-132960	03/04/2025	TECH & LOGISTICS		100-57030-170-0000 00	SOFTWARE MAINTENANCE	virtru addon	\$ 119.18
CHECK TOTAL FOR CHECK NUMBER 189743										\$ 119.18

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189744; 03/07/2025; Outstanding; null										
	105	CLAY CO DETENTION CENTER	JAN 2025	02/07/2025	POLICE		100-55030-511-000000	PRISONER HOUSING EXPENSE	January Prisoner Housing	\$ 2,788.98
CHECK TOTAL FOR CHECK NUMBER 189744										\$ 2,788.98
189745; 03/07/2025; Outstanding; null										
	120	GARY CROSSLEY FORD INC	34540	02/27/2025	UTILITIES-PO		593-70000-901-000000	VEHICLES	2024 Ford Maverick XLT	\$ 15,543.05
	120	GARY CROSSLEY FORD INC	34540	02/27/2025	UTILITIES-PO		592-70000-801-000000	VEHICLES	2024 Ford Maverick XLT	\$ 15,543.05
CHECK TOTAL FOR CHECK NUMBER 189745										\$ 31,086.10
189746; 03/07/2025; Outstanding; null										
	243	METROPOLITAN TELECOMM	0100531062-399-	02/15/2025	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	pots lines	\$ 677.44
CHECK TOTAL FOR CHECK NUMBER 189746										\$ 677.44
189747; 03/07/2025; Outstanding; null										
	314	RICOH USA, INC	5071014743	03/01/2025	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	Copier Usage 12/1/24 - 2/28/25	\$ 274.20
	314	RICOH USA, INC	108994428	02/20/2025	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Lease - March	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 189747										\$ 428.01
189748; 03/07/2025; Outstanding; null										
	384	AWWA	SO214810	01/23/2025	UTILITIES		591-59013-902-000000	MEMBERSHIP DUES	Dues - 5.01.2025 - 04.30.2026	\$ 197.00
	384	AWWA	SO214810	01/23/2025	UTILITIES		590-59013-802-000000	MEMBERSHIP DUES	Dues - 5.01.2025 - 04.30.2026	\$ 197.00
CHECK TOTAL FOR CHECK NUMBER 189748										\$ 394.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189749; 03/07/2025; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	7497190	03/01/2025	PARKS & REC-PO		465-55041-420-000000	CONTRACT LABOR	3rd Shift Contractual Custodial Services 2025	\$ 4,374.00
CHECK TOTAL FOR CHECK NUMBER 189749										\$ 4,374.00
189750; 03/07/2025; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	38684187	03/03/2025	PARKS & RECREATION		460-57012-400-000000	OFFICE EQUIPMENT MAINTENANCE	Postage Service Agreement	\$ 233.90
CHECK TOTAL FOR CHECK NUMBER 189750										\$ 233.90
189751; 03/07/2025; Outstanding; null										
Open & Close for February 2025	566	LEINTZ LAWN & CONSTRUCTION	2473	02/28/2025	CEMETERY MAINTENANC	Open & Close for February 2025	247-55041-204-000000	CONTRACT LABOR		\$ 900.00
CHECK TOTAL FOR CHECK NUMBER 189751										\$ 900.00
189752; 03/07/2025; Outstanding; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100469348-01	02/27/2025	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #624 repair oil leak	\$ 2,955.96
CHECK TOTAL FOR CHECK NUMBER 189752										\$ 2,955.96
189753; 03/07/2025; Outstanding; null										
	603	WICKLUND'S CARSTAR INC	54394	01/09/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	210 Repair	\$ 3,600.70
CHECK TOTAL FOR CHECK NUMBER 189753										\$ 3,600.70
189754; 03/07/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	3/4/2025	03/06/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 85.00
CHECK TOTAL FOR CHECK NUMBER 189754										\$ 85.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189755; 03/07/2025; Outstanding; null										
	630	ULINE, INC	188452663	01/28/2025	UTILITIES		591-59015-901-00000	PROTECTIVE CLOTHING	Protective Clothing	\$ 454.23
	630	ULINE, INC	188452663	01/28/2025	UTILITIES		590-59015-801-00000	PROTECTIVE CLOTHING	Protective Clothing	\$ 454.24
CHECK TOTAL FOR CHECK NUMBER 189755										\$ 908.47
189756; 03/07/2025; Outstanding; null										
	641	PITTMAN SUPPORT SERVICES, LLC	25-002	02/28/2025	FINANCE		100-55041-111-00000	CONTRACT LABOR	Admin	\$ 45.00
	641	PITTMAN SUPPORT SERVICES, LLC	25-002	02/28/2025	FINANCE		100-55041-130-00000	CONTRACT LABOR	February 2025	\$ 4,320.00
CHECK TOTAL FOR CHECK NUMBER 189756										\$ 4,365.00
189757; 03/07/2025; Outstanding; null										
	680	KESSLER ROHAUS	3/4/2025	03/06/2025	PARKS & RECREATION		465-55061-410-00000	STARTS AND TURNS		\$ 20.00
	680	KESSLER ROHAUS	3/4/2025	03/06/2025	PARKS & RECREATION		465-55060-410-00000	SPECIALTY SWIM PROGRAMS		\$ 40.00
	680	KESSLER ROHAUS	3/4/2025	03/06/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 189757										\$ 140.00
189758; 03/07/2025; Outstanding; null										
	696	JANI-KING OF KANSAS CITY	KSC02250670	02/24/2025	PARKS & RECREATION		465-55041-420-00000	CONTRACT LABOR	5 cleanings for Feb 2025	\$ 375.00
CHECK TOTAL FOR CHECK NUMBER 189758										\$ 375.00
189759; 03/07/2025; Outstanding; null										
	698	KANSAS CITY DISC GOLF	KCW0022125	02/21/2025	TRANSIENT GUEST TAX		244-59006-119-00000	LIBERTY FEST	Event sponsorship for the KCWO Pro Tour Disc Golf Tournament	\$ 20,000.00
CHECK TOTAL FOR CHECK NUMBER 189759										\$ 20,000.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189760; 03/07/2025; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	50994	02/25/2025	PUBLIC WORKS		351-57032-201-00000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	\$ 145.60
	762	SUPERIOR-BOWEN ASPHALT	51038	02/27/2025	PUBLIC WORKS		351-57032-201-00000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	\$ 270.40
	762	SUPERIOR-BOWEN ASPHALT	51068	02/28/2025	PUBLIC WORKS		351-57032-201-00000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	\$ 271.70
CHECK TOTAL FOR CHECK NUMBER 189760										\$ 687.70
189761; 03/07/2025; Outstanding; null										
	781	TEKLAB, INC.	321929	03/03/2025	UTILITIES		591-55020-902-00000	LAB FEES	WWTP - Lab Fees	\$ 526.50
CHECK TOTAL FOR CHECK NUMBER 189761										\$ 526.50
189762; 03/07/2025; Outstanding; null										
	840	MAX10 MO LLC	00174229	03/01/2025	PUBLIC WORKS		100-55041-202-00000	CONTRACT LABOR	City Hall Custodial - March 2025	\$ 2,380.00
CHECK TOTAL FOR CHECK NUMBER 189762										\$ 2,380.00
189763; 03/07/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-17773	01/07/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	206 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-17875	01/12/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	210 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-18390	01/29/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	217 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-17812	01/10/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	231 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-19259	03/01/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	234 Oil Change	\$ 46.98
CHECK TOTAL FOR CHECK NUMBER 189763										\$ 234.90

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189764; 03/07/2025; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000031852	02/28/2025	UTILITIES-PO		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	Courtney Ridge	\$ 17,623.15
CHECK TOTAL FOR CHECK NUMBER 189764										\$ 17,623.15
189765; 03/07/2025; Outstanding; null										
	896	BUSINESS COMMUNICATIONS, INC	193014	12/31/2024	UTILITIES		590-57030-802-000000	SOFTWARE MAINTENANCE	WTP - FortiCare & FortiGuard Renewal	\$ 2,229.93
	896	BUSINESS COMMUNICATIONS, INC	193014	12/31/2024	UTILITIES		591-57030-902-000000	SOFTWARE MAINTENANCE	WWTP - FortiCare & FortiGuard Renewal	\$ 2,229.93
CHECK TOTAL FOR CHECK NUMBER 189765										\$ 4,459.86
189766; 03/07/2025; Outstanding; null										
Liberty City Hall Police and MEP Study - Phase 1	906	HOEFER WELKER, LLC	1248201-3	12/31/2024	PUB WRKS-PO		354-59026-610-000000	MISCELLANEOUS EXPENSES	Contract for architectural study with Hoefer Welker	\$ 61,522.17
CHECK TOTAL FOR CHECK NUMBER 189766										\$ 61,522.17
189767; 03/07/2025; Outstanding; null										
Liberty City Hall Police and MEP Study - Phase 1	906	HOEFER WELKER, LLC	1248201-4	01/31/2025	PUB WRKS-PO		354-59026-610-000000	MISCELLANEOUS EXPENSES	Contract for architectural study with Hoefer Welker	\$ 21,895.59
CHECK TOTAL FOR CHECK NUMBER 189767										\$ 21,895.59
189768; 03/07/2025; Outstanding; null										
Liberty City Hall Police and MEP Study - Phase 1	906	HOEFER WELKER, LLC	1248201-5	02/27/2025	PUB WRKS-PO		354-59026-610-000000	MISCELLANEOUS EXPENSES	Contract for architectural study with Hoefer Welker	\$ 514.53
CHECK TOTAL FOR CHECK NUMBER 189768										\$ 514.53
189769; 03/07/2025; Outstanding; null										
	946	COSTAR REALTY INFORMATION, INC	121774990	02/05/2025	TRANSIENT GUEST TAX		244-55001-119-000000	INTERNET SERVICE FEES	Costar STR Subscription for Hotel Occupancy	\$ 7,219.35
CHECK TOTAL FOR CHECK NUMBER 189769										\$ 7,219.35

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189770; 03/07/2025; Outstanding; null										
	948	ELECTRA ENTERTAINING & EVENTS	4333	02/11/2025	TRANSIENT GUEST TAX		244-59006-119-000000	LIBERTY FEST	50% of total cost for deposit to hold reservation. Tents for Liberty Fest.	\$ 675.45
CHECK TOTAL FOR CHECK NUMBER 189770										\$ 675.45
189771; 03/07/2025; Outstanding; null										
	949	BIKE WALK KC	1504	02/25/2025	PARKS & RECREATION		460-53003-400-000000	RECREATION SUPPLIES	Instructors for Bike Rodeo on 4/26/2025	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 189771										\$ 400.00
189772; 03/07/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	ZH00031442	01/29/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 29.40
	957	VANCE BROTHERS, LLC	ZL00068538	01/24/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 372.60
CHECK TOTAL FOR CHECK NUMBER 189772										\$ 402.00
189773; 03/07/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85664817	02/17/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 186.00
CHECK TOTAL FOR CHECK NUMBER 189773										\$ 186.00
189774; 03/07/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	339920-01	02/14/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory part - #003	\$ 600.00
	2767	K C WINWATER WORKS CO	340058-01	02/24/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory part - #320	\$ 1,030.00
	2767	K C WINWATER WORKS CO	340026-01	02/21/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #306,#276,#229	\$ 2,222.00
CHECK TOTAL FOR CHECK NUMBER 189774										\$ 3,852.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189775; 03/07/2025; Outstanding; null										
	3134	MEALS ON WHEELS	022025	02/28/2025	PARKS & RECREATION		100-53025-480-0000 00	MEALS ON WHEELS	MARC meal payments	\$ 1,610.25
CHECK TOTAL FOR CHECK NUMBER 189775										\$ 1,610.25
189776; 03/07/2025; Outstanding; null										
	3524	LIBERTY PETTY CASH	03052025	03/05/2025	PARKS & RECREATION		465-53008-420-0000 00	MAINTENANCE MATERIALS	Building supplies	\$ 21.35
	3524	LIBERTY PETTY CASH	03052025	03/05/2025	PARKS & RECREATION		461-59026-451-0000 00	MISCELLANEOUS EXPENSES	Thomas Connor Feb mileage	\$ 37.80
	3524	LIBERTY PETTY CASH	03052025	03/05/2025	PARKS & RECREATION		461-59026-451-0000 00	MISCELLANEOUS EXPENSES	Paula Ruf Feb mileage	\$ 44.10
	3524	LIBERTY PETTY CASH	03052025	03/05/2025	PARKS & RECREATION		465-59026-420-0000 00	MISCELLANEOUS EXPENSES	Hillary Schebo Mileage Fix Vacuum	\$ 84.28
	3524	LIBERTY PETTY CASH	03052025	03/05/2025	PARKS & RECREATION		460-54000-400-000 000	TRAINING TRAVEL	Tom Garland Feb mileage	\$ 95.20
	3524	LIBERTY PETTY CASH	03052025	03/05/2025	PARKS & RECREATION		100-53035-483-0000 00	PROGRAM SUPPLIES	Silver Center Bday Party Feb 2025	\$ 100.00
	3524	LIBERTY PETTY CASH	03052025	03/05/2025	PARKS & RECREATION		100-53035-483-0000 00	PROGRAM SUPPLIES	Silver Center Valentines Party	\$ 100.00
	3524	LIBERTY PETTY CASH	03052025	03/05/2025	PARKS & RECREATION		465-59026-420-0000 00	MISCELLANEOUS EXPENSES	Casey Gaines Mileage 2024	\$ 123.82
CHECK TOTAL FOR CHECK NUMBER 189776										\$ 606.55
189777; 03/07/2025; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	579031	10/22/2024	FIRE SLS TX-PO		356-60000-305-0000 00	MINOR EQUIPMENT	Bunker Gear (Conrad)	\$ 53,763.05
CHECK TOTAL FOR CHECK NUMBER 189777										\$ 53,763.05
189778; 03/07/2025; Outstanding; null										
	3710	KELLER FIRE & SAFETY INC	431568	02/27/2025	FIRE		100-60000-302-0000 00	MINOR EQUIPMENT	Fire Extinguisher Refill	\$ 451.95
CHECK TOTAL FOR CHECK NUMBER 189778										\$ 451.95

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189779; 03/07/2025; Outstanding; null										
	3763	OUTDOOR RESTROOMS LLC	I5486	02/26/2025	PARKS & RECREATION		460-60007-403-0000 00	EQUIPMENT RENTAL	Portable toilets	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 189779										\$ 225.00
189780; 03/07/2025; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	5020221	02/28/2025	UTILITIES		591-55002-901-0000 00	MISSOURI ONE CALL FEE	Locates - February 2025	\$ 353.02
	4393	MO ONE CALL SYSTEM INC	5020221	02/28/2025	UTILITIES		590-55002-801-0000 00	MISSOURI ONE CALL FEE	Locates - February 2025	\$ 353.03
CHECK TOTAL FOR CHECK NUMBER 189780										\$ 706.05
189781; 03/07/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250135211	01/27/2025	PUB WRKS-PO		100-57019-202-0000 00	BUILDING MAINTENANCE	City Hall Generator Maintenance	\$ 319.10
CHECK TOTAL FOR CHECK NUMBER 189781										\$ 319.10
189782; 03/07/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-25013521 2	01/27/2025	PUB WRKS-PO		100-57014-300-0000 00	EMERGENCY MGT MAINTENANCE	Fire, Community Ctr and Water Tower Generator Maintenance	\$ 229.95
CHECK TOTAL FOR CHECK NUMBER 189782										\$ 229.95
189783; 03/07/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-25013521 3	01/27/2025	PUB WRKS-PO		100-57019-165-00000 0	BUILDING MAINTENANCE	Animal Control Generator Maintenance	\$ 540.12
CHECK TOTAL FOR CHECK NUMBER 189783										\$ 540.12
189784; 03/07/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-25023619 2	02/04/2025	PUB WRKS-PO		100-57014-300-0000 00	EMERGENCY MGT MAINTENANCE	Fire, Community Ctr and Water Tower Generator Maintenance	\$ 286.54
CHECK TOTAL FOR CHECK NUMBER 189784										\$ 286.54

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189785; 03/07/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250236193	02/04/2025	PUB WRKS-PO		100-57019-202-000000	BUILDING MAINTENANCE	PW Suddarth - Generator Maintenance	\$ 344.94
CHECK TOTAL FOR CHECK NUMBER 189785										\$ 344.94
189786; 03/07/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250238539	02/21/2025	PUB WRKS-PO		100-57014-300-000000	EMERGENCY MGT MAINTENANCE	Fire, Community Ctr and Water Tower Generator Maintenance	\$ 223.70
CHECK TOTAL FOR CHECK NUMBER 189786										\$ 223.70
189787; 03/07/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	3/5/2025	03/06/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 57.00
CHECK TOTAL FOR CHECK NUMBER 189787										\$ 57.00
189788; 03/07/2025; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20125692	03/03/2025	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	Pool Renewal Licenses	\$ 495.00
CHECK TOTAL FOR CHECK NUMBER 189788										\$ 495.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189789; 03/07/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23289	02/28/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23373	03/02/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23343	03/03/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23310	03/03/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	516063	03/01/2025	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	Bordetella Vaccines	\$ 422.00
	4817	VETERINARY CENTER OF LIBERTY	516063	03/01/2025	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	DAPP Vaccines	\$ 424.28
CHECK TOTAL FOR CHECK NUMBER 189789										\$ 1,106.28
189790; 03/07/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0038137	03/01/2025	ANIMAL CONTROL		100-57015-165-00000	FACILITIES SECURITY MAINT	monthly monitoring	\$ 48.95
	4908	AMERICAN DIGITAL SECURITY LLC	INV0038480	03/01/2025	PUBLIC WORKS		100-57019-203-00000	BUILDING MAINTENANCE	ST Alarm Monitoring	\$ 24.95
CHECK TOTAL FOR CHECK NUMBER 189790										\$ 73.90
189791; 03/07/2025; Outstanding; null										
	5090	ROCK RIVER ARMS INC	959256	02/27/2025	POLICE-PO		100-60000-501-00000	MINOR EQUIPMENT	RRA LAR-15 LE CAR A4 SBR Model, 10.5in Barrel	\$ 8,050.00
CHECK TOTAL FOR CHECK NUMBER 189791										\$ 8,050.00
189792; 03/07/2025; Outstanding; null										
	5144	CULLUM & BROWN	3057196	02/24/2025	UTILITIES		591-57005-902-00000	WATER PLANT MAINTENANCE	WWTP - Service Repair	\$ 3,440.00
CHECK TOTAL FOR CHECK NUMBER 189792										\$ 3,440.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189793; 03/07/2025; Outstanding; null										
	5391	KANSAS CITY INDUSTRIAL CONTROL	24-674	02/25/2025	UTILITIES		591-70002-902-0000 00	COMPUTER EQUIPMENT	WWTP - Hubbel Lighting controller	\$ 5,525.29
	5391	KANSAS CITY INDUSTRIAL CONTROL	25-100	02/28/2025	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - MBT Blow Down Project	\$ 9,060.00
CHECK TOTAL FOR CHECK NUMBER 189793										\$ 14,585.29
189794; 03/07/2025; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	6090	03/04/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Colwell Patches	\$ 9.00
	5482	ALTERATIONS & CUSTOM SEWING ST	6091	03/04/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Kolek Patches	\$ 9.00
	5482	ALTERATIONS & CUSTOM SEWING ST	6056	02/25/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Kolek Ear Piece	\$ 11.00
	5482	ALTERATIONS & CUSTOM SEWING ST	6089	03/04/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Kolek Rain Jacket	\$ 83.60
	5482	ALTERATIONS & CUSTOM SEWING ST	5967	02/25/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Bearden Class A	\$ 207.98
	5482	ALTERATIONS & CUSTOM SEWING ST	5769	02/25/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Leap Uniform	\$ 364.96
	5482	ALTERATIONS & CUSTOM SEWING ST	5890	02/24/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Bledsoe Uniforms	\$ 471.96
	5482	ALTERATIONS & CUSTOM SEWING ST	5895	02/24/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Weaver Uniforms	\$ 1,341.89
CHECK TOTAL FOR CHECK NUMBER 189794										\$ 2,499.39
189795; 03/07/2025; Outstanding; null										
Removed credit card fee of \$25.03 from the invoice	5575	TW CUSTOM BRANDING	55230	02/14/2025	PARKS & RECREATION		460-59014-400-0000 00	CLOTHING EXPENSES	Apparel Parks Admin	\$ 595.89
CHECK TOTAL FOR CHECK NUMBER 189795										\$ 595.89

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189796; 03/07/2025; Outstanding; null										
	5626	WEX BANK	102598238	01/31/2025	NONE		100-12023-000-0000 00	INVENTORY- GASOLINE		\$ 34,961.83
CHECK TOTAL FOR CHECK NUMBER 189796										\$ 34,961.83
189797; 03/07/2025; Outstanding; null										
	5670	CLAYTON PAPER & DISTRIBUTION	005899	02/27/2025	PARKS & RECREATION		100-53000-480-0000 00	GENERAL SUPPLIES	Paper order 2.26.25	\$ 173.49
	5670	CLAYTON PAPER & DISTRIBUTION	005899	02/27/2025	PARKS & RECREATION		465-53000-420-0000 00	GENERAL SUPPLIES	Paper order 2.26.25	\$ 173.49
CHECK TOTAL FOR CHECK NUMBER 189797										\$ 346.98
189798; 03/07/2025; Outstanding; null										
	5680	LAUREL SHOGER	3/4/2025	03/06/2025	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 60.16
	5680	LAUREL SHOGER	3/4/2025	03/06/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 160.00
CHECK TOTAL FOR CHECK NUMBER 189798										\$ 220.16
189799; 03/07/2025; Outstanding; null										
	5821	TOMPKINS INDUSTRIES INC	405854215	01/03/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	Vehicle Maintenance	\$ 257.52
CHECK TOTAL FOR CHECK NUMBER 189799										\$ 257.52
189800; 03/07/2025; Outstanding; null										
	5911	THE RED FORCE INC	63724	02/27/2025	UTILITIES		591-57019-902-0000 00	BUILDING MAINTENANCE	Extinguisher Inspection	\$ 540.55
	5911	THE RED FORCE INC	63723	02/27/2025	UTILITIES		591-57019-901-00000 0	BUILDING MAINTENANCE	Extinguisher Inspection	\$ 643.21
	5911	THE RED FORCE INC	63723	02/27/2025	UTILITIES		590-57019-801-0000 00	BUILDING MAINTENANCE	Extinguisher Inspection	\$ 643.22
	5911	THE RED FORCE INC	63727	02/27/2025	UTILITIES		590-57019-802-0000 00	BUILDING MAINTENANCE	Extinguisher Inspection	\$ 1,312.43
CHECK TOTAL FOR CHECK NUMBER 189800										\$ 3,139.41

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189801; 03/07/2025; Outstanding; null										
	5921	FLEX MADE EASY	LIB FEB 2025	02/28/2025	FINANCE		100-55044-140-0000 00	MISCELLANEOUS FEES	Flex Spending Acct Fees - Feb	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 189801										\$ 50.00
189802; 03/07/2025; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47413-13	02/21/2025	PUB WRKS-PO		352-57035-201-0000 00	BRIDGE MAINT REPLC PROJ	MARILYNN BRIDGE DESIGN	\$ 2,943.37
CHECK TOTAL FOR CHECK NUMBER 189802										\$ 2,943.37
189803; 03/07/2025; Outstanding; null										
	6055	APPLIED CONCEPTS INC	452721	02/19/2025	POLICE		100-60000-501-0000 00	MINOR EQUIPMENT	Radar and Lidar	\$ 8,440.00
CHECK TOTAL FOR CHECK NUMBER 189803										\$ 8,440.00
189804; 03/07/2025; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	146	02/21/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Concrete - Manchester Rd, Lightburne & Mississippi, Park	\$ 7,933.58
CHECK TOTAL FOR CHECK NUMBER 189804										\$ 7,933.58

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189805; 03/07/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	UNIV0065409	02/20/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Massey Class A Shirt	\$ 65.70
	6123	GT DISTRIBUTORS INC	UNIV0065410	02/20/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Schwandt Class A Shirt	\$ 65.70
	6123	GT DISTRIBUTORS INC	UNIV0065241	02/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Colwell Class A Pant	\$ 71.10
	6123	GT DISTRIBUTORS INC	UNIV0065242	02/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Massey Class A Pant	\$ 71.10
	6123	GT DISTRIBUTORS INC	UNIV0065243	02/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Schwandt Class A Pant	\$ 71.10
	6123	GT DISTRIBUTORS INC	UNIV0065240	02/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Holden Class A Shirt	\$ 79.20
	6123	GT DISTRIBUTORS INC	UNIV0065307	02/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Kolek Class A	\$ 136.80
	6123	GT DISTRIBUTORS INC	UNIV0065309	02/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Norris Class A	\$ 136.80
	6123	GT DISTRIBUTORS INC	UNIV0065308	02/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Siefker Class A	\$ 136.80
CHECK TOTAL FOR CHECK NUMBER 189805										\$ 834.30
189806; 03/07/2025; Outstanding; null										
	6219	BURNS BOYS COMMERCIAL CONTRACT	13998	03/03/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Annual Operable Wall Preventative Maintenance	\$ 2,022.00
CHECK TOTAL FOR CHECK NUMBER 189806										\$ 2,022.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189807; 03/07/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	13932	02/26/2025	ANIMAL CONTROL		100-57019-165-00000	BUILDING MAINTENANCE	pest control	\$ 60.00
	6333	PROFESSIONAL PEST SOLUTIONS	13926	02/26/2025	FIRE		100-55025-300-00000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13927	02/26/2025	FIRE		100-55025-300-00000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13928	02/26/2025	FIRE		100-55025-300-00000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13931	02/26/2025	PUBLIC WORKS		100-57019-203-00000	BUILDING MAINTENANCE	ST Pest Control Feb. 2025	\$ 43.00
	6333	PROFESSIONAL PEST SOLUTIONS	13935	02/26/2025	UTILITIES		591-57019-902-00000	BUILDING MAINTENANCE	Pest Control - February 2025	\$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	13935	02/26/2025	UTILITIES		590-57019-801-00000	BUILDING MAINTENANCE	Pest Control - February 2025	\$ 22.50
CHECK TOTAL FOR CHECK NUMBER 189807										\$ 238.00
189808; 03/07/2025; Outstanding; null										
	6392	AVENU ENTERPRISE SOLUTIONS	INVB-058605	11/25/2024	FINANCE		595-55044-205-00000	MISCELLANEOUS FEES	13% CASS CERTIFICATION	\$ 64.45
	6392	AVENU ENTERPRISE SOLUTIONS	INVB-058605	11/25/2024	FINANCE		590-55044-131-00000	MISCELLANEOUS FEES	38% CASS CERTIFICATION	\$ 188.39
	6392	AVENU ENTERPRISE SOLUTIONS	INVB-058605	11/25/2024	FINANCE		591-55044-131-00000	MISCELLANEOUS FEES	49% CASS CERTIFICATION	\$ 242.93
CHECK TOTAL FOR CHECK NUMBER 189808										\$ 495.77
189809; 03/07/2025; Outstanding; null										
	6563	SCRUMPTIOUS CATERING	8327	02/27/2025	POLICE		100-59004-501-00000	MEETING EXPENSE	Awards Ceremony Catering	\$ 1,904.52
CHECK TOTAL FOR CHECK NUMBER 189809										\$ 1,904.52

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189810; 03/07/2025; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	68	03/01/2025	NONE		591-56000-902-0000 00	ELECTRIC	SOLAR SERVICES	\$ 819.71
	6703	LIBERTY SOLAR, LLC	68	03/01/2025	NONE		461-56000-451-0000 00	ELECTRIC	SOLAR SERVICES	\$ 2,881.96
	6703	LIBERTY SOLAR, LLC	68	03/01/2025	NONE		590-56000-802-0000 00	ELECTRIC	SOLAR SERVICES	\$ 7,335.33
CHECK TOTAL FOR CHECK NUMBER 189810										\$ 11,037.00
189811; 03/07/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	3/5/2025	03/06/2025	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 189811										\$ 20.00
189812; 03/07/2025; Outstanding; null										
	7653	KC WATER	2/3/2025	02/24/2025	UTILITY BILLING		590-55036-802-0000 00	WATER PURCHASES- KANSAS CITY	KC MO WATER DEPT	\$ 4,235.34
CHECK TOTAL FOR CHECK NUMBER 189812										\$ 4,235.34
189813; 03/07/2025; Outstanding; null										
	7993	COMMERCIAL AQUATIC SERVICE	51409-1	12/16/2024	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Stenner pump parts	\$ 25.27
CHECK TOTAL FOR CHECK NUMBER 189813										\$ 25.27
189814; 03/07/2025; Outstanding; null										
	8397	REPUBLIC SERVICES #468	FEB 2025	02/28/2025	NONE		595-55032-205-0000 00	REFUSE COLLECTION FEES	Recycling Collection	\$ 39,897.10
	8397	REPUBLIC SERVICES #468	FEB 2025	02/28/2025	NONE		595-55032-205-0000 00	REFUSE COLLECTION FEES	Solid Waste Collection	\$ 132,244.29
CHECK TOTAL FOR CHECK NUMBER 189814										\$ 172,141.39

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189815; 03/07/2025; Outstanding; null										
	8879	ISABELLA PAOLETTI	3/4/2025	03/06/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 20.00
	8879	ISABELLA PAOLETTI	3/4/2025	03/06/2025	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	3/4/2025	03/06/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 160.00
CHECK TOTAL FOR CHECK NUMBER 189815										\$ 205.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189816; 03/07/2025; Outstanding; null										
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		590-56007-803-0000 00	MOBILE PHONES	Water (Supply) Admin	\$ 45.63
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		100-56007-480-0000 00	MOBILE PHONES	Parks (ComSvc)	\$ 46.63
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		591-56007-903-0000 00	MOBILE PHONES	Wastewater (Admin)	\$ 86.30
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		460-56007-403-0000 00	MOBILE PHONES	Parks (Maint)	\$ 92.26
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		100-56007-482-0000 00	MOBILE PHONES	Parks (Trans)	\$ 218.15
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		465-56007-420-0000 00	MOBILE PHONES	Parks (LCC)	\$ 221.15
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		460-56007-400-0000 00	MOBILE PHONES	Parks (Admin)	\$ 273.78
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		461-56007-451-0000 00	MOBILE PHONES	Parks (Sports)	\$ 381.67
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 410.65
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		591-56007-902-0000 00	MOBILE PHONES	Wastewater (Treat)	\$ 452.20
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		590-56007-802-0000 00	MOBILE PHONES	Water (Supply)	\$ 469.80
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		591-56007-131-00000 0	MOBILE PHONES	Utilities/Wastewater (Util Billing)	\$ 491.93
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		100-57018-511-00000 0	MISC EQUIPMENT MAINT	PD	\$ 720.46
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		591-56007-901-0000 00	MOBILE PHONES	Wastewater (Maint)	\$ 995.87
	8933	VERIZON	6105648881	02/09/2025	IT-CONTRACT		100-56007-170-0000 00	MOBILE PHONES	verizon - IT	\$ 5,323.94
CHECK TOTAL FOR CHECK NUMBER 189816										\$ 10,230.42

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189817; 03/07/2025; Outstanding; null										
	999999	Kathy Holmes	2358090	03/05/2025	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Room Rental Cancellation	\$ 665.00
CHECK TOTAL FOR CHECK NUMBER 189817										\$ 665.00
189818; 03/07/2025; Outstanding; null										
	999999	Medya Qadir	2360455	03/01/2025	PARKS & RECREATION		461-20010-000-0000	REFUNDS PAYABLE	Soccer Enrollment Refund	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189818										\$ 120.00
189819; 03/07/2025; Outstanding; null										
	999999	Sally Hamm	2363464	03/05/2025	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Dog Obedience Class Refund	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 189819										\$ 90.00

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189820; 03/07/2025; Outstanding; null										
	204	CITY OF LIBERTY PETTY CASH	FINANCE372025	03/03/2025	FINANCE		244-54000-113-000000	TRAINING TRAVEL	Brenda Geiger - Radio Meeting 24 Miles Roundtrip	\$ 16.08
	204	CITY OF LIBERTY PETTY CASH	FINANCE372025	03/03/2025	FINANCE		100-59004-113-000000	MEETING EXPENSE	Bailey Ball - Radio at MARC	\$ 20.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE372025	03/03/2025	FINANCE		247-22005-000-000000	PREPAYMENT-RECORDING FEES	Andrew Ford - 1 Cemetery Deed	\$ 24.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE372025	03/03/2025	FINANCE		461-54000-451-000000	TRAINING TRAVEL	Devin Skillman - Certification	\$ 51.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE372025	03/03/2025	FINANCE		352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Sarah Lawson - Conference	\$ 102.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE372025	03/03/2025	FINANCE		100-54000-140-000000	TRAINING TRAVEL	Amy Blake - MOPRIMA Conf	\$ 135.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE372025	03/03/2025	FINANCE		460-54003-400-000000	MEALS PER DIEM	MPRA State Conf - Borchardt/Kellerstrass	\$ 204.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE372025	03/03/2025	FINANCE		100-54000-501-000000	TRAINING TRAVEL	MOCIT Conf - Bratcher/Leap/Massey/Schmiedeke/Conner	\$ 675.00
CHECK TOTAL FOR CHECK NUMBER 189820										\$ 1,227.08
189821; 03/07/2025; Outstanding; null										
	5518	GREGORY R ARNOLD	2-27-2025	02/27/2025	POLICE		100-55041-501-000000	CONTRACT LABOR	Back pay for January and February due to unupdated pay rate	\$ 111.72
CHECK TOTAL FOR CHECK NUMBER 189821										\$ 111.72
Grand Total:										\$ 557,469.00

Notes :

- (a) Negative numbers are displayed in parentheses.
- (b) The filter parameters selected at the time of report submission are printed in the header section.
- (c) **Voided checks present and it may affect total amount calculations.

**Voided checks present and it may affect total amount calculations

MARCH 14, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 03/13/2025 and 03/14/2025;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189822; 03/14/2025; Outstanding; null										
	16	TELEFLEX LLC	9509674137	03/03/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 665.00
CHECK TOTAL FOR CHECK NUMBER 189822										\$ 665.00
189823; 03/14/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	9820744	03/04/2025	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 1,974.42
CHECK TOTAL FOR CHECK NUMBER 189823										\$ 1,974.42
189824; 03/14/2025; Outstanding; null										
	120	GARY CROSSLEY FORD INC	34541	03/11/2025	UTILITIES-PO		593-70000-901-0000 00	VEHICLES	2024 Ford Maverick XL	\$ 13,721.50
	120	GARY CROSSLEY FORD INC	34541	03/11/2025	UTILITIES-PO		592-70000-801-0000 00	VEHICLES	2024 Ford Maverick XL	\$ 13,721.50
CHECK TOTAL FOR CHECK NUMBER 189824										\$ 27,443.00
189825; 03/14/2025; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11331	02/28/2024	POLICE		243-54004-501-0000 00	TRAINING COSTS	Holden Academy	\$ 5,545.30
	142	BOARD OF POLICE COMMISSIONERS	11172	07/10/2023	POLICE		243-54004-501-0000 00	TRAINING COSTS	Loux/Serna Academy	\$ 10,478.36
CHECK TOTAL FOR CHECK NUMBER 189825										\$ 16,023.66
189826; 03/14/2025; Outstanding; null										
	161	LAW OFFICE OF MARY M PARRISH	16040	03/11/2025	PROSECUTOR		100-55005-115-00000 0	LEGAL FEES	March 2025 Legal Fees	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 189826										\$ 500.00

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189827; 03/14/2025; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	168997-022825	03/01/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Jail Laundry	\$ 167.26
	186	PRIDE CLEANERS MJV-A LLC	333472-022825	03/01/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Uniform Cleaning	\$ 324.00
CHECK TOTAL FOR CHECK NUMBER 189827										\$ 491.26
189828; 03/14/2025; Outstanding; null										
State of the City Luncheon	287	CLAY CO ECONOMIC DEV CNCL	1222	03/10/2025	ADMINISTRATI ON		354-55018-110-000000	OTHER MISC FEES	State of the City Luncheon	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 189828										\$ 500.00
189829; 03/14/2025; Outstanding; null										
	432	TRAVELERS INDEMNITY COMPANY	000657836	02/28/2025	UTILITIES		590-58004-801-000000	LIABILITY DEDUCTIBLE	Deductible for damage on 05.28.2024	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 189829										\$ 5,000.00
189830; 03/14/2025; Outstanding; null										
	585	DINGES FIRE COMPANY	67578	03/06/2025	FIRE		100-59015-301-000000	PROTECTIVE CLOTHING	Bunker Boots	\$ 3,900.00
CHECK TOTAL FOR CHECK NUMBER 189830										\$ 3,900.00
189831; 03/14/2025; Outstanding; null										
Annual Industry Briefing Event Registration	611	KC SMARTPORT	181989	03/07/2025	ECO/DEVO SALES TAX		354-55018-110-000000	OTHER MISC FEES	Annual Industry Briefing Event Registration	\$ 2,500.00
CHECK TOTAL FOR CHECK NUMBER 189831										\$ 2,500.00
189832; 03/14/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	3.11.2025	03/12/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 85.00
CHECK TOTAL FOR CHECK NUMBER 189832										\$ 85.00

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189833; 03/14/2025; Cleared; 03/14/2025										
	617	STAR DEVELOPMENT CORP	MARCH2025	03/10/2025	NONE		709-55048-613-000000	DEVELOPER REIMBURSEMENT	MARCH 2025 PYMT	\$ 35,194.75
CHECK TOTAL FOR CHECK NUMBER 189833										\$ 35,194.75
189834; 03/14/2025; Outstanding; null										
	647	SECURITAS TECHNOLOGY CORP	6004844253	02/06/2025	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Security System Repair	\$ 285.00
CHECK TOTAL FOR CHECK NUMBER 189834										\$ 285.00
189835; 03/14/2025; Outstanding; null										
	669	MYRICK MECHANICAL	2634	03/04/2025	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Filter and A/C Maintenance	\$ 764.00
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2636	03/04/2025	PARKS & REC-PO		100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 2,260.34
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2635	03/04/2025	PARKS & REC-PO		100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 3,117.00
CHECK TOTAL FOR CHECK NUMBER 189835										\$ 6,141.34
189836; 03/14/2025; Outstanding; null										
	675	LAWN & LEISURE	152921	01/30/2025	PUB WRKS-PO		100-70001-202-000000	CAPITAL EQUIPMENT	Patriot Z 52" Kawasaki	\$ 5,433.00
CHECK TOTAL FOR CHECK NUMBER 189836										\$ 5,433.00
189837; 03/14/2025; Outstanding; null										
	728	CHERRYROAD MEDIA INC	FEBRUARY 2025	02/28/2025	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Fin Subscript Feb 2025	\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 189837										\$ 51.00
189838; 03/14/2025; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	51152	03/10/2025	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	\$ 338.00
CHECK TOTAL FOR CHECK NUMBER 189838										\$ 338.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189839; 03/14/2025; Outstanding; null										
	777	STERICYCLE, INC.	8009959716	02/25/2025	MULTI		100-55044-116-000000	MISCELLANEOUS FEES	Court	\$ 21.48
	777	STERICYCLE, INC.	8009959716	02/25/2025	MULTI		100-55044-140-000000	MISCELLANEOUS FEES	Personnel	\$ 21.76
	777	STERICYCLE, INC.	8009959716	02/25/2025	MULTI		100-55044-111-000000	MISCELLANEOUS FEES	City Clerk	\$ 29.02
	777	STERICYCLE, INC.	8009959716	02/25/2025	MULTI		100-55044-130-000000	MISCELLANEOUS FEES	Finance	\$ 31.50
	777	STERICYCLE, INC.	8009959716	02/25/2025	MULTI		100-55044-501-000000	MISCELLANEOUS FEES	Records/Dispatch	\$ 123.59
CHECK TOTAL FOR CHECK NUMBER 189839										\$ 227.35
189840; 03/14/2025; Outstanding; null										
	781	TEKLAB, INC.	322151	03/06/2025	UTILITIES		591-55020-902-000000	LAB FEES	WWTP - Lab Fees	\$ 356.00
CHECK TOTAL FOR CHECK NUMBER 189840										\$ 356.00
189841; 03/14/2025; Outstanding; null										
	863	SMARSH INC.	INV-254964	02/28/2025	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	Facebook Professional Archive Capture	\$ 35.83
	863	SMARSH INC.	INV-254963	02/28/2025	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	AT&T Mobile Message - Professional Archive Capture	\$ 36.00
CHECK TOTAL FOR CHECK NUMBER 189841										\$ 71.83
189842; 03/14/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-19362	03/06/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	203 Oil Change	\$ 46.98
CHECK TOTAL FOR CHECK NUMBER 189842										\$ 46.98

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189843; 03/14/2025; Outstanding; null										
	915	FIBER PLATFORM, LLC	SI-25-009022	03/01/2025	IT-CONTRACT		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	fiber	\$ 7,682.00
CHECK TOTAL FOR CHECK NUMBER 189843										\$ 7,682.00
189844; 03/14/2025; Outstanding; null										
WW RATE ADJ	943	COLUMN SOFTWARE PBC	38DD61DE-0001	03/06/2025	NONE	WW RATE ADJ	591-55044-131-000000	MISCELLANEOUS FEES	WW RATE ADJ	\$ 121.22
CHECK TOTAL FOR CHECK NUMBER 189844										\$ 121.22
189845; 03/14/2025; Outstanding; null										
	952	BRAYLON STEGALL	3/11/2025	03/12/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 48.00
CHECK TOTAL FOR CHECK NUMBER 189845										\$ 48.00
189846; 03/14/2025; Outstanding; null										
	2018	MOTOROLA INC	8281983340	03/12/2025	FIRE		100-57013-301-000000	RADIO MAINTENANCE	Radio mics and charger	\$ 15,638.08
CHECK TOTAL FOR CHECK NUMBER 189846										\$ 15,638.08
189847; 03/14/2025; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV155437	02/25/2025	TECH & LOGISTICS		100-57012-170-000000	OFFICE EQUIPMENT MAINTENANCE	Mthly Plotter Maintenance (02/01/2025-02/28/2025)	\$ 126.00
CHECK TOTAL FOR CHECK NUMBER 189847										\$ 126.00
189848; 03/14/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85683570	03/04/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 2,499.90
CHECK TOTAL FOR CHECK NUMBER 189848										\$ 2,499.90

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189849; 03/14/2025; Outstanding; null										
	2759	PUBLIC WATER DIST #5	1/8-2/8/2025	02/24/2025	FINANCE		591-57005-902-000000	WATER PLANT MAINTENANCE	Water Service	\$ 40.00
	2759	PUBLIC WATER DIST #5	1/8-2/8/2025	02/24/2025	FINANCE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY	Water Service	\$ 104.80
CHECK TOTAL FOR CHECK NUMBER 189849										\$ 144.80
189850; 03/14/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281264120	03/10/2025	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility Mats 3/10/25	\$ 123.90
CHECK TOTAL FOR CHECK NUMBER 189850										\$ 123.90
189851; 03/14/2025; Outstanding; null										
	2879	L-L TOWING CO	88544	02/12/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Tow Freightliner Unit #714	\$ 250.00
CHECK TOTAL FOR CHECK NUMBER 189851										\$ 250.00
189852; 03/14/2025; Outstanding; null										
	3552	K C MO WATER SERVICES	FEB-25	02/28/2025	FINANCE		591-55040-902-000000	SEWAGE TREATMENT SERVICES	Sewer Chgs for Liberty Nth	\$ 1,782.66
CHECK TOTAL FOR CHECK NUMBER 189852										\$ 1,782.66
189853; 03/14/2025; Outstanding; null										
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	219601401030125	03/01/2025	TECH & LOGISTICS		465-55044-420-000000	MISCELLANEOUS FEES	CC Video Service	\$ 950.88
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	219601401030125	03/01/2025	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	spectrum SIP	\$ 1,160.40
CHECK TOTAL FOR CHECK NUMBER 189853										\$ 2,111.28

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189854; 03/14/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	3/11/2025	03/12/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 57.00
CHECK TOTAL FOR CHECK NUMBER 189854										\$ 57.00
189855; 03/14/2025; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20125815	03/11/2025	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	New and original certifications	\$ 590.00
CHECK TOTAL FOR CHECK NUMBER 189855										\$ 590.00
189856; 03/14/2025; Outstanding; null										
	4522	ENSZ & JESTER PC	43	02/28/2025	HR & RISK MGMT		100-55005-140-000000	LEGAL FEES	Legal fees	\$ 314.50
CHECK TOTAL FOR CHECK NUMBER 189856										\$ 314.50
189857; 03/14/2025; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	MARCH 2025	03/03/2025	P&D-PO		244-59018-119-000000	HDLI CONTRACT	2025 HDLI Contract	\$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 189857										\$ 3,333.33
189858; 03/14/2025; Outstanding; null										
Ord/Res paper for permanent record	4763	PRINTING UNLIMITED	71913	03/11/2025	CITY COUNCIL		100-53000-100-000000	GENERAL SUPPLIES	Ord/Res paper for permanent record	\$ 319.13
CHECK TOTAL FOR CHECK NUMBER 189858										\$ 319.13
189859; 03/14/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23378	03/06/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23353	03/10/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23372	03/05/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23342	03/05/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	\$ 65.00
CHECK TOTAL FOR CHECK NUMBER 189859										\$ 220.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189860; 03/14/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0038745	03/11/2025	ANIMAL CONTROL		100-57015-165-00000	FACILITIES SECURITY MAINT	Battery Change	\$ 211.00
CHECK TOTAL FOR CHECK NUMBER 189860										\$ 211.00
189861; 03/14/2025; Outstanding; null										
	5257	NATHAN JONES	3/11/2025	03/12/2025	PARKS & RECREATION		465-55056-410-00000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	3/11/2025	03/12/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 189861										\$ 102.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189862; 03/14/2025; Outstanding; null										
	5394	GALL'S INC	030661016	03/06/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 21.91
	5394	GALL'S INC	030671900	03/07/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 29.01
	5394	GALL'S INC	030572716	02/25/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 61.60
	5394	GALL'S INC	030572723	02/25/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 61.60
	5394	GALL'S INC	030650813	03/05/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 63.36
	5394	GALL'S INC	030556902	02/24/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 79.20
	5394	GALL'S INC	030648871	03/05/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 93.42
	5394	GALL'S INC	030649143	03/05/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 100.76
	5394	GALL'S INC	030591511	02/27/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 134.62
	5394	GALL'S INC	030566591	02/25/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 174.76
	5394	GALL'S INC	030599249	02/27/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 184.00
	5394	GALL'S INC	030642470	03/04/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 206.97
	5394	GALL'S INC	030637131	03/04/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 217.98
CHECK TOTAL FOR CHECK NUMBER 189862										\$ 1,429.19
189863; 03/14/2025; Outstanding; null										
	5470	CCL SUPPLY	S0032437	03/07/2025	FIRE		100-53014-301-000000	STATION SUPPLIES	Fire station supplies	\$ 479.28
CHECK TOTAL FOR CHECK NUMBER 189863										\$ 479.28

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189864; 03/14/2025; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	6101	03/05/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Communications Badges	\$ 1,042.00
CHECK TOTAL FOR CHECK NUMBER 189864										\$ 1,042.00
189865; 03/14/2025; Outstanding; null										
	5662	SUMNERONE INC	4216397	03/05/2025	COURT		100-53031-116-000000	COPIER LEASE & USAGE	TONER	\$ 67.00
CHECK TOTAL FOR CHECK NUMBER 189865										\$ 67.00
189866; 03/14/2025; Outstanding; null										
	5680	LAUREL SHOGER	3/11/2025	03/12/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 60.16
	5680	LAUREL SHOGER	3/11/2025	03/12/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 140.00
CHECK TOTAL FOR CHECK NUMBER 189866										\$ 200.16
189867; 03/14/2025; Outstanding; null										
includes prepaid - 100-14001-000-000000	5691	GRANICUS INC	198351	02/28/2025	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	2026 Prepay	\$ 8,276.19
includes prepaid - 100-14001-000-000000	5691	GRANICUS INC	198351	02/28/2025	IT-CONTRACT		100-57030-170-000000	SOFTWARE MAINTENANCE	smartgov renewal 2025 portion	\$ 24,828.57
CHECK TOTAL FOR CHECK NUMBER 189867										\$ 33,104.76
189868; 03/14/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD72272	03/04/2025	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime	\$ 9,434.76
CHECK TOTAL FOR CHECK NUMBER 189868										\$ 9,434.76
189869; 03/14/2025; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS865686	02/20/2025	UTILITIES		590-53009-802-000000	CHEMICALS	WTP - Chemicals	\$ 8,872.33
CHECK TOTAL FOR CHECK NUMBER 189869										\$ 8,872.33

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189870; 03/14/2025; Outstanding; null										
	5837	CHRIS YOUNG	3/26-3/28/25	03/03/2025	FINANCE		100-54004-300-000000	TRAINING COSTS	Fire Mo Valley Force Conf	\$ 123.00
	5837	CHRIS YOUNG	3/19-3/21/25	03/03/2025	FINANCE		100-54004-300-000000	TRAINING COSTS	Fire Service Mental Wellness	\$ 215.00
CHECK TOTAL FOR CHECK NUMBER 189870										\$ 338.00
189871; 03/14/2025; Outstanding; null										
	5859	GULF STATES DISTRIBUTORS INC	1484445-IN	03/03/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	12ga Super-Sock Bean Bag	\$ 1,628.00
CHECK TOTAL FOR CHECK NUMBER 189871										\$ 1,628.00
189872; 03/14/2025; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	551094626	03/11/2025	PARKS & RECREATION		100-57012-483-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly lease payment - Konica Minolta	\$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	551094626	03/11/2025	PARKS & RECREATION		465-57012-420-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly lease payment - Konica Minolta	\$ 409.73
CHECK TOTAL FOR CHECK NUMBER 189872										\$ 819.45
189873; 03/14/2025; Outstanding; null										
	5913	LUEBBERT ENGINEERING	1	02/28/2025	PUB WRKS-PO		351-55049-201-000000	NPDES EXPENSES	PW STORM WATER CONSULT	\$ 1,215.00
CHECK TOTAL FOR CHECK NUMBER 189873										\$ 1,215.00
189874; 03/14/2025; Outstanding; null										
	5964	SYNERGY SERVICES INC	DV-FEB 25	02/28/2025	FINANCE		100-20015-000-000000	DOMESTIC VIOLENCE SHELTER	Dom. Violence Fund	\$ 1,088.00
CHECK TOTAL FOR CHECK NUMBER 189874										\$ 1,088.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189875; 03/14/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4152248	03/04/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 536.00
	6014	ZOLL MEDICAL CORPORATION	4154301	03/06/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 561.75
CHECK TOTAL FOR CHECK NUMBER 189875										\$ 1,097.75
189876; 03/14/2025; Outstanding; null										
	6018	HDR ENGINEERING INC	1200702474	03/05/2025	PUB WRKS-PO		350-59026-160-000000	MISCELLANEOUS EXPENSES	MASTER PLAN	\$ 5,016.78
	6018	HDR ENGINEERING INC	1200702474-1	03/05/2025	PUB WRKS-PO		350-59026-160-000000	MISCELLANEOUS EXPENSES	MASTER PLAN	\$ 9,415.70
	6018	HDR ENGINEERING INC	1200703906	03/07/2025	UTILITIES-PO		592-70017-802-000000	ENGINEERING DESIGN	WTR 24"MAIN AND VAULT	\$ 13,212.50
CHECK TOTAL FOR CHECK NUMBER 189876										\$ 27,644.98
189877; 03/14/2025; Cleared; 03/14/2025										
	6085	BRIXMOR SPE 5 LLC	MARCH2025	03/10/2025	NONE		100-48028-000-000000	TIF ADMINISTRATIVE FEE	MARCH ADMIN FEE	\$ (269.50)
	6085	BRIXMOR SPE 5 LLC	MARCH2025	03/10/2025	NONE		605-55008-618-000000	ADMINISTRATIVE FEES	MARCH ADMIN FEE	\$ 269.50
	6085	BRIXMOR SPE 5 LLC	MARCH2025	03/10/2025	NONE		605-55044-618-000000	MISCELLANEOUS FEES	MARCH 2025 PYMT	\$ 42,177.69
CHECK TOTAL FOR CHECK NUMBER 189877										\$ 42,177.69
189878; 03/14/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	UNIV0065911	02/27/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Holden Class A Pant	\$ 71.10
	6123	GT DISTRIBUTORS INC	UNIV0065912	02/27/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Reeves Class A	\$ 136.80
CHECK TOTAL FOR CHECK NUMBER 189878										\$ 207.90

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189879; 03/14/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002315032	02/28/2025	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	\$ 41.25
CHECK TOTAL FOR CHECK NUMBER 189879										\$ 41.25
189880; 03/14/2025; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-97080	03/07/2025	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Window Cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 189880										\$ 80.00
189881; 03/14/2025; Outstanding; null										
	6639	HAMPEL OIL INC	91935010	02/24/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Power Diesel TW	\$ 2,119.34
CHECK TOTAL FOR CHECK NUMBER 189881										\$ 2,119.34
189882; 03/14/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	3/11/2025	03/12/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 189882										\$ 20.00
189883; 03/14/2025; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC216375	03/07/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Camera Van - Camera Repair	\$ 2,264.04
CHECK TOTAL FOR CHECK NUMBER 189883										\$ 2,264.04
189884; 03/14/2025; Outstanding; null										
	7683	RICOH USA, INC	109011611	02/28/2025	FIRE		100-53031-300-000000	COPIER LEASE & USAGE	Fire copier lease	\$ 137.89
CHECK TOTAL FOR CHECK NUMBER 189884										\$ 137.89
189885; 03/14/2025; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC25-052	03/04/2025	FIRE		100-53017-303-000000	CPR TRAINING SUPPLIES	Fire CPR cards	\$ 800.00
CHECK TOTAL FOR CHECK NUMBER 189885										\$ 800.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189886; 03/14/2025; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004503 404	02/28/2025	PUBLIC WORKS		100-55032-203-0000 00	REFUSE COLLECTION FEES	ST 40 Cu Yard Dumpster	\$ 493.26
CHECK TOTAL FOR CHECK NUMBER 189886										\$ 493.26
189887; 03/14/2025; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST450827	03/06/2025	PLANNING & DVLP		100-53031-201-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 36.76
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST450827	03/06/2025	PLANNING & DVLP		100-53031-150-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 36.76
CHECK TOTAL FOR CHECK NUMBER 189887										\$ 73.52
189888; 03/14/2025; Outstanding; null										
	999999	Lemoine Davis	2361601	03/06/2025	PARKS & RECREATION		461-44085-000-0000 00	YOUTH VOLLEYBALL	Scheduling Conflict	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189888										\$ 120.00
189889; 03/14/2025; Outstanding; null										
	999999	Erin Simpson	2363809	03/06/2025	PARKS & RECREATION		461-44084-000-0000 00	YOUTH SOCCER	Scheduling Conflict	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189889										\$ 120.00
189890; 03/14/2025; Outstanding; null										
	999999	Joey Arnone	2363849	03/06/2025	PARKS & RECREATION		461-44080-000-0000 00	YOUTH BASEBALL	Program cancelled low enrollment	\$ 1,200.00
CHECK TOTAL FOR CHECK NUMBER 189890										\$ 1,200.00
189891; 03/14/2025; Outstanding; null										
	999999	Anthony Circo	2363859	03/06/2025	PARKS & RECREATION		461-44080-000-0000 00	YOUTH BASEBALL	Program cancelled low enrollment	\$ 1,200.00
CHECK TOTAL FOR CHECK NUMBER 189891										\$ 1,200.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189892; 03/14/2025; Outstanding; null										
	999999	Caitlin DeSalvo	2363862	03/06/2025	PARKS & RECREATION		461-44080-000-00000	YOUTH BASEBALL	Not Playing	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189892										\$ 120.00
189893; 03/14/2025; Outstanding; null										
	999999	Megan Schnakenberg	2363866	03/06/2025	PARKS & RECREATION		461-44080-000-00000	YOUTH BASEBALL	Not Playing	\$ 240.00
CHECK TOTAL FOR CHECK NUMBER 189893										\$ 240.00
189894; 03/14/2025; Outstanding; null										
	999999	Terry Swafford	2363869	03/06/2025	PARKS & RECREATION		461-44080-000-00000	YOUTH BASEBALL	Not Playing	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189894										\$ 120.00
189895; 03/14/2025; Outstanding; null										
	999999	Kayli Naudet Jackson	2363876	03/06/2025	PARKS & RECREATION		461-44080-000-00000	YOUTH BASEBALL	Not Playing	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189895										\$ 120.00
189896; 03/14/2025; Outstanding; null										
	999999	Beth Wharton	2363883	03/06/2025	PARKS & RECREATION		461-44080-000-00000	YOUTH BASEBALL	Not Playing	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189896										\$ 120.00
189897; 03/14/2025; Outstanding; null										
	999999	Amy Gray	2366908	03/10/2025	PARKS & RECREATION		461-44080-000-00000	YOUTH BASEBALL	Scheduling Conflict	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189897										\$ 120.00
189898; 03/14/2025; Outstanding; null										
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	SPRING 2-2025	03/07/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	\$ 15,078.00
CHECK TOTAL FOR CHECK NUMBER 189898										\$ 15,078.00

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
Grand Total:										\$ 298,335.94

Notes :

- (a) Negative numbers are displayed in parentheses.
- (b) The filter parameters selected at the time of report submission are printed in the header section.
- (c) **Voided checks present and it may affect total amount calculations.

**Voided checks present and it may affect total amount calculations



MEMORANDUM

To: Mayor and City Council
From: Katherine Sharp, Planning & Development Director
Date: March 24, 2025
Subject: Fulkerson Cottages

At the January 27, 2025 regular session, the City Council discussed a request to amend the development plan for Fulkerson Cottages (PZ Case 25-04FDP). The request was to remove a gate which had been discussed during the rezoning and plan approval for the project. The City Council inquired about communications to the neighborhood describing the requested changes. The applicant was unable to attend that meeting but followed-up with the comment below regarding neighborhood notice.

A letter went out to the residents advising them of our plans to remove the gate, our reasons for removing the gate and telling them they could show up and comment or object at the next City Council meeting on the 24th of March (complete with the City Hall address). I also provided them my cell phone number if they want to call me with questions. I will be appearing on the 24th to hopefully wrap this little matter up.

- Spencer Thompson via email March 14, 2025

This memorandum is provided for your information.



STAFF REPORT

Planning and Zoning Case 25-04FDP-A

Staff: Kyle McGinnis, Planner

Date: January 27, 2025

GENERAL INFORMATION

Application:	Amended Final Development Plan for Fulkerson Cottages, a 40-unit, age-restricted community at the southwest corner of Liberty Drive and Fulkerson Circle, to remove the gate at the intersection of Fulkerson Circle and Reagan Circle.
Applicant:	Spencer Thompson 351 W. Washington St. Kearney, MO 64060
Property Owner:	Fulkerson Cottages LLC 351 W. Washington St. Kearney, MO 64060
Location:	Southwest corner of Liberty Drive and Fulkerson Circle
Existing Land Use/Zoning:	Under Construction / PD, "Planned Development District"
Future Land Use Designation:	Mixed Residential
Surrounding Land Uses/Zoning:	North: W. Liberty Drive, Single-Family Residential, Bank / R-1C, "Standard Single-Family Residential" and C-2, "General Business" South: Fulkerson Circle, Single-Family Residential / R-1C, "Standard Single-Family Residential" East: Fulkerson Circle, Single-Family Residential / R-1C, "Standard Single-Family Residential" West: Single-Family Residential / R-1C, "Standard Single-Family Residential"
Public Notice:	None Required
File Date:	December 6, 2024

PREVIOUS CASES

PZ Case 23-05FP: Final Plat of Fulkerson Cottages, an age restricted residential development on one lot at the SW corner of Liberty Dr. & Fulkerson Ct.

PZ Case 23-04FDP: Final Development Plan for Fulkerson Cottages to allow the construction of a 40-unit age

restricted community at the SW corner of Liberty Dr. & Fulkerson Ct.

PZ Case 22-20PP: Preliminary Plat for Fulkerson Cottages, 1 lot on 6.68 acres at the SW corner of Liberty Dr. & Fulkerson Ct.

PZ Case 22-19R&PDP: Proposal to rezone 6.68 acres from R-1C to PD for Fulkerson Cottages to allow the construction of a 40-unit age restricted community at the SW corner of Liberty Dr. & Fulkerson Circle.

PZ Case 16-27A: Proposal to amend the Future Land Use Map from Low-Density Residential to High-Density Residential at 73 Fulkerson Circle.

APPLICANT'S PROPOSAL

Summary

In 2023, this development received FDP approval to allow for the construction of 40 dwelling units, including five duplexes, six triplexes, and three fourplexes, in addition to a club house. The development was approved with a single public access at the northwest corner of the property onto W. Liberty Drive, with a gated emergency drive onto Fulkerson Circle. The applicant has filed this application to eliminate the gate from the drive onto Fulkerson Circle, creating a second public access into the development. The applicant's request is attached to this report as Exhibit C.

Use

The development, which has nearly completed construction, will maintain all of the same elements previously approved by the City Council but for the proposal to remove the gate from the emergency access to Fulkerson Circle.

Site Design

The development has nearly completed construction and will therefore not be making significant changes to its overall design at this time.

Access/Circulation/Parking

Access to this site was originally limited to a single public entry to W. Liberty Drive at the northwest corner of the site, with a gated emergency access available to Fulkerson Circle to be used strictly by emergency vehicles. The applicant has requested to eliminate the gate from this entry, creating a second public entry to the development at Fulkerson Circle. All other elements of the developments circulation and available parking would remain unchanged.

Building Design/ Signage/Lighting

No alterations have been proposed to the development's building design, signage, or lighting as part of this proposal.

Landscaping/ Open Space/ Tree Preservation

No alterations have been proposed to the development's landscaping or open space as part of this proposal.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities

ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

Streets

If the removal of the emergency access gate is approved, the development will have direct access to both W. Liberty Drive and Fulkerson Circle.

Sanitary Sewer

No alterations will be made to the development's sanitary sewer lines.

Water

No alterations will be made to the development's water lines.

Stormwater

No alterations will be made to the development's stormwater infrastructure.

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

1. The plan substantially complies with the intent of the comprehensive plan;

The City's Comprehensive Plan, *Leading Liberty Forward*, includes this property within its Mixed Residential Future Land Use category, which is meant to allow for a mixture of single-family detached housing alongside complementary, small-scale, and low-density attached housing styles. Staff believes that the development – which includes duplexes, triplexes, and quadplexes adjacent to existing detached single-family dwellings – aligns with the intent of this Future Land Use category and the intent of the Comprehensive Plan.

2. The plan complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the requirements set forth in the UDO for development within the Planned Development District.

3. The plan substantially complies with approved city development standards and policies;

Staff finds that this application fully complies with the intent of city development standards and policies.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

Staff finds that this application does substantially comply with the preliminary development plan.

STAFF RECOMMENDATION

Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of PZ Case 25-04FDP-A.

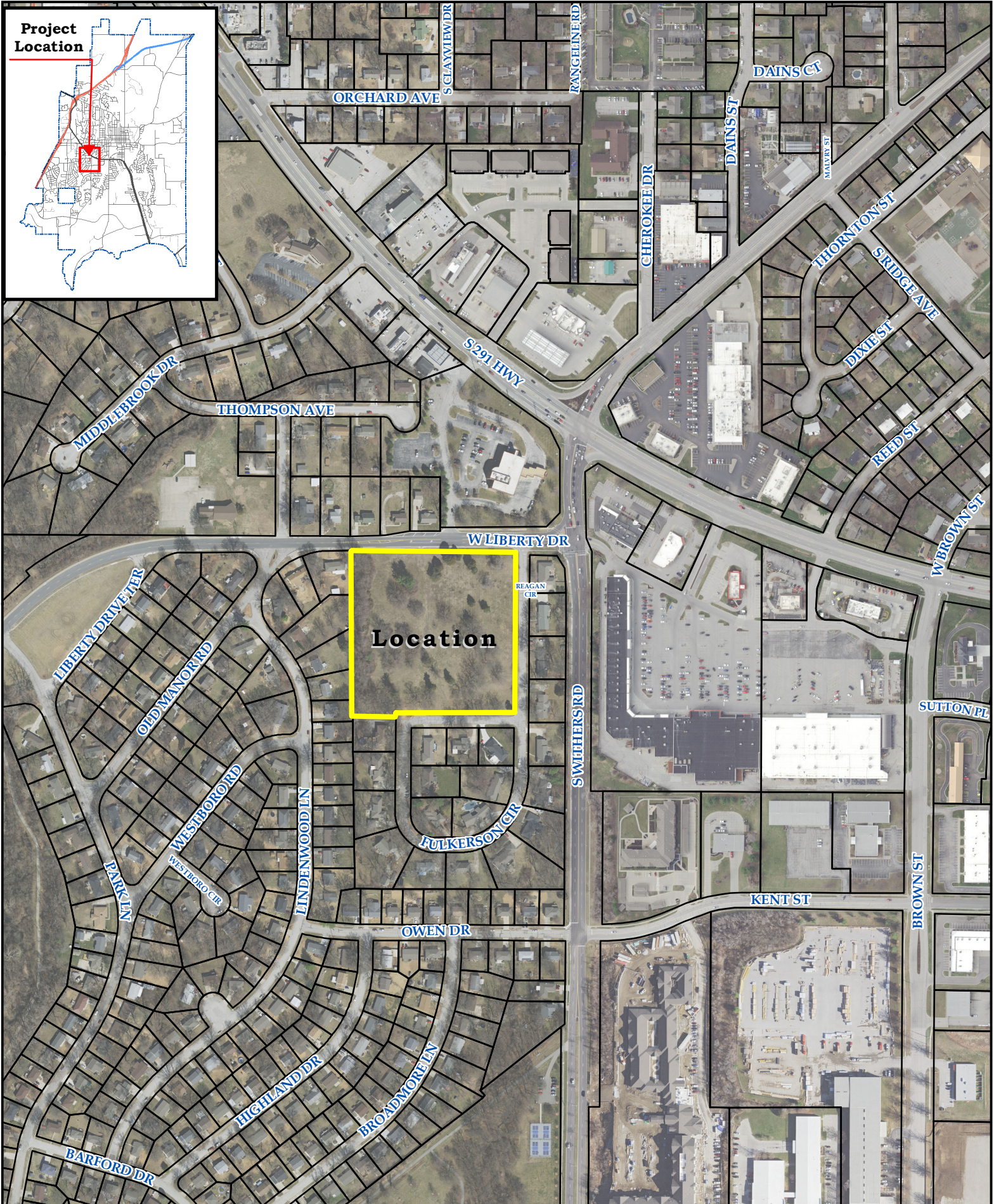
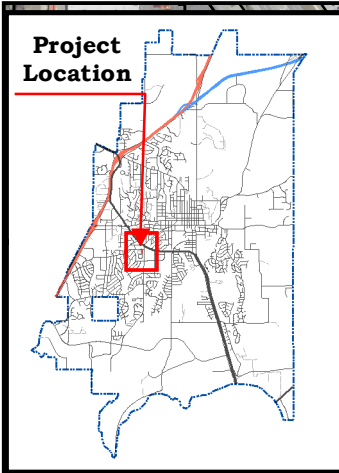
PZ RECOMMENDATION

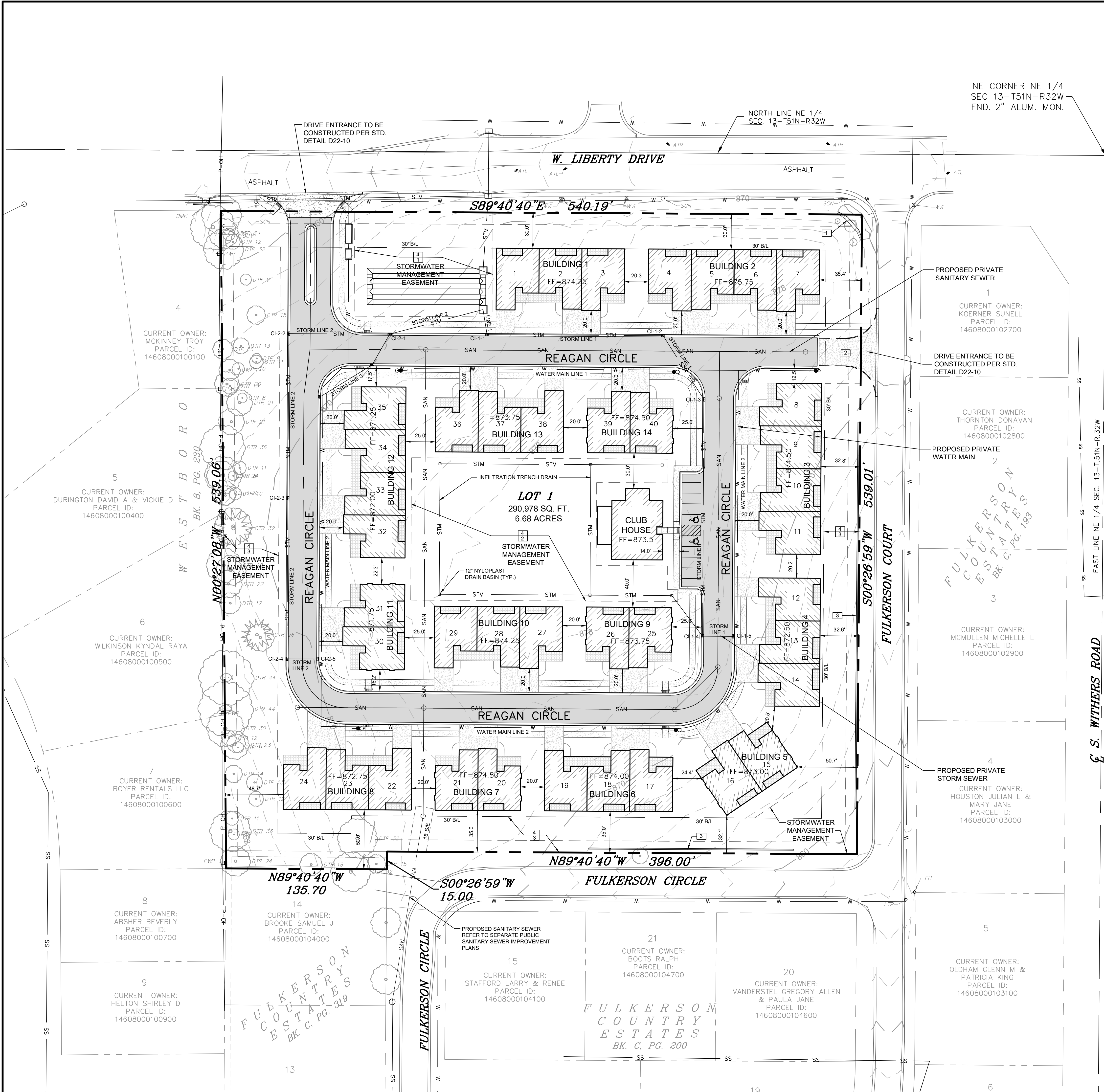
At its January 14, 2025 meeting, the Planning & Zoning Commission voted 8-0-0 to recommend approval of P&Z Case 25-04FDP-A as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Applicant's Narrative
Exhibit D:	Planning & Zoning Commission Minutes Excerpt
Exhibit E:	Resolution

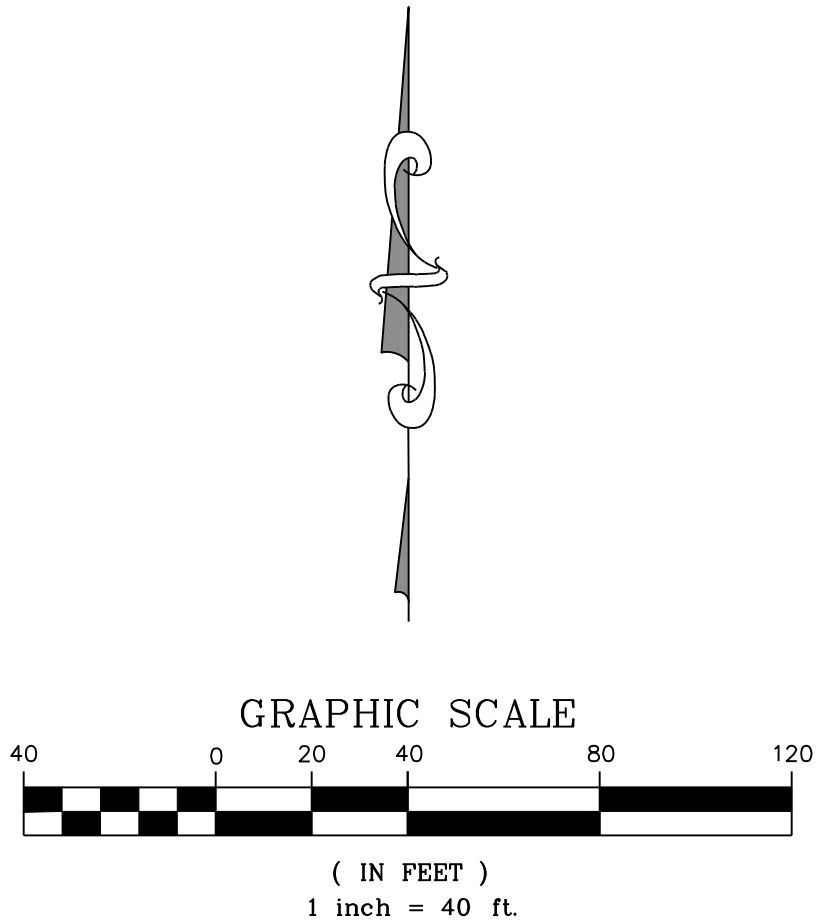
The City Council will consider this request at their regular session on January 27, 2025 held in the Council Chambers, City Hall.





GENERAL NOTES:
1. EXISTING MONUMENT SIGN TO REMAIN.
2. EMERGENCY FIRE ACCESS ONLY.
3. PROPOSED RETAINING WALLS - SEE PLANS FOR HEIGHT
4. PROPOSED STORMWATER MANAGEMENT EASEMENT AREAS.
1. NATIVE VEGETATION & INFILTRATION AREA
2. INFILTRATION AREA
3. NATIVE VEGETATION AREA

FULKERSON COTTAGES		
SITE DATA		
ZONING	EXISTING: PD	PROPOSED: MPD
GROSS AREA	290,980.80 SF	6.68 AC.
USAGE	55+ TOWNHOMES	
BUILDING DATA		
UNIT FOOTPRINT	1,456 SF	TOWNHOME
UNITS PER BUILDING	2, 3 & 4	
NUMBER OF BLDGS	14	
TOTAL NUMBER OF UNITS	40	
CLUBHOUSE TOTAL AREA	1,750 SF	
TOTAL BUILDING FOOTPRINT AREA	65,340 SF	
FLOOR AREA RATIO		
GROSS AREA	290,980.80 SF	6.68 AC.
TOTAL BUILDING FOOTPRINT AREA	65,340 SF	
NUMBER OF UNITS	40	
BUILDING COVERAGE	0.22	5.99 UNITS/AC.
PARKING DATA		
	REQUIRED	PROVIDED
UNIT PARKING STALLS (DRIVEWAY)	2 SPACES PER UNIT=80 SPACES	40 SPACES
UNIT PARKING STALLS (GARAGE)		40 SPACES
CLUBHOUSE PARKING	N/A	10 SPACES
ADA PARKING	4 SPACES	4 SPACES
OPEN SPACE DATA		
PERVIOUS AREA	149,819.00 SF	3.44 AC.
TOTAL SITE AREA	290,980.80 SF	6.68 AC.
OPEN SPACE %	51.5%	



REVISIONS

NO.	DATE	DESCRIPTION	REVIEW COMMENTS	CHECKED BY:
1	1/18/23	FF ELEVATIONS	JKR	SMW
2	4/14/23	REMOVE CHRP GATE	JKR	SMW
3	11/18/24			
4				
5				
6				
7				

FULKERSON COTTAGES

LIBERTY, CLAY COUNTY, MISSOURI

SITE DEVELOPMENT PLANS

SITE PLAN

ENGINEER'S SEAL

R.L. Buford & Associates Engineering, LLC

LAND SURVEYING - CIVIL ENGINEERS - DEVELOPMENT CONSULTANTS

R.L. BUFORD & ASSOCIATES, LLC

P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6192

FOR PATRIOT PROPERTIES

JOB NO.	COUNTY	SEC. - TWP. - RGE.	PLAN DATE	CHECKED BY
14069	CLAY	24 - 1 - 12	SEPT. 2022	SMW

SHEET NO.

3 OF 18

Applicant is seeking to have the previously approved development plan modified in one respect only. They are asking to remove the so-called “fire access gate” planned for the east access point at Fulkerson Circle. The fire gate would prevent access to the development via the east entrance except for emergency vehicles in the event of an emergency. Upon reviewing the options and design for a gate at that location it has become clear that such a gate is difficult to design and make work properly due to the elevations and the short distance between the street and proposed gate. In discussions with fire department leadership it became clear that they would much prefer not to have the gate and the associated delays and difficulties it could create in the event of an emergency. Further, blocking off the east entrance will remove a useful, secondary means of ingress and egress for the neighborhood behind the development. Having that second access point that allows traffic to avoid the intersection of Liberty Drive and Withers is very useful for all involved and helps to relieve congestion at that intersection. Neighbors are able to cut through Fulkerson Cottages to access Liberty Drive further west away from the intersection with Withers thereby lessening congestion at that intersection. Keeping the free flow of traffic through the east entrance improves access for all parties, is safer and more efficient and avoids the difficulties and accompanying delays and safety issues that a closed gate will create for emergency vehicle access.

Spencer R. Thomson, Esq.

Thomson, LLC

A. PZ Case 25-04FDP-A: Amended Final Development Plan for Fulkerson Cottages to change gated emergency access to full access at W. Liberty Dr. and Fulkerson Cir.

Mr. McGinnis presented the proposed Final Development Plan to the commission as described in the staff report.

Chairman Rosekrans asked if the commission had any questions of staff.

Commissioner Personett asked why this case was not given a public hearing. Ms. Sharp stated that the UDO does not require Planned Developments to go through a public hearing process for amendments of this nature, and so staff could not require it.

Commissioner Personett asked why the gate had been originally proposed if the applicant was requesting to remove it now. Ms. Sharp recalled that during the original review of this Planned Development, neighboring property owners voiced concerns about increasing traffic on Fulkerson Circle, and so the applicant agreed to provide a gate to limit the use of the access point to emergency vehicles. She said she would defer to the applicant to explain the need to now remove it.

Commissioner Personett noted that there appeared to be a retaining wall shown on the plans provided that had not yet been installed on the site despite the other landscaping elements being present. Mr. Martinez said he would look into this.

Spencer Thomson, of 1207 Campbell Avenue and Thomson, LLC, introduced himself as the applicant. Mr. Thomson explained that the gate was originally included as a compromise with concerned neighbors, but that the topography of the site and proximity to Fulkerson Circle both made its inclusion difficult. Mr. Thomson stated that he believed removing the gate would improve connectivity for motorists in the area, which can be important for senior communities who may be visited by emergency services more often than the average neighborhood. Regarding the retaining wall mentioned by Commissioner Personett, Mr. Thomson stated that as the project progressed the project engineers redesigned the topography of the site to eliminate the need for the retaining wall.

Chairman Rosekrans asked if the commission had any further questions for staff. Seeing no additional questions, Chairman Rosekrans asked for a motion.

Action: Commissioner Holt moved to approve the case as presented in the staff report, Commissioner Dilts seconded the motion.

Vote: Motion passed 8-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, January 27, 2025.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR
FULKERSON COTTAGES, TO ELIMINATE THE GATE FROM THE ENTRY AT
REAGAN CIRCLE AND FULKERSON CIRCLE, IN LIBERTY, CLAY COUNTY,
MISSOURI

WHEREAS, an amended final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on January 14, 2025 and City Council on January 27, 2025; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this _____ day of _____, 2025.

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 25-10FP

Staff: Kyle McGinnis, Planner

Date: March 24, 2025

GENERAL INFORMATION

Application: Final Plat for The Trails, a 30-lot single-family subdivision on 13.9 +/- acres near the intersection of Flintlock Road and Liberty Drive

Applicant: Ron Cowger, AGC Engineers
405 S. Leonard Street, Suite D
Liberty, MO 64068

Property Owner: Life Unlimited
320 Armour Road, Suite 101
Kansas City, MO 64116-3544

Location: East side of Flintlock Road, near the intersection of Flintlock Road and Liberty Drive

Existing Land Use/Zoning: Undeveloped / R-1C, "Standard Single-Family Residential District"

Future Land Use Designation: Single-Family Residential

Surrounding Land Uses/Zoning: **North:** Single-family Residential / PD, "Planned Development District"
South: Life Unlimited, Undeveloped Land / R-1A, "Suburban Residential District"
East: Undeveloped Land / R-1A, "Suburban Residential District"
West: Flintlock Road

Public Notice: None Required

File Date: February 6, 2025

PREVIOUS CASES / SITE HISTORY

Since its original construction in 1920, this property – formerly known as Immacolata Manor – has received a number of approvals from the City, permitting the various structures and uses present on the site today. Since 2006, the following approvals have most recently occurred:

P&Z Case 24-23PP: A Preliminary Plat for The Trails Neighborhood. This application was approved by the City Council on August 26, 2024.

P&Z Case 24-22R&PDP: Rezoning & Preliminary Development Plan for Life Unlimited's proposed Trails

Neighborhood at 2135 Manor Way. 14.8+/- acres to be rezoned from R-1A, Suburban Residential District to R-1C, Standard Single-Family Residential District, including two variances. This application was approved by the City Council on August 26, 2024.

P&Z Case 24-20A: Proposal to amend the Future Land Use Map from Multi-Family Residential to Single-Family Residential for 14.8 +/- acres at 2135 Manor Way. This application was approved by the City Council on July 22, 2024.

P&Z Case 08-27SUP: A Special Use Permit to allow a student dormitory at Immacolata Manor, 2135 Manor Way. This application was approved by the City Council on May 27, 2008.

P&Z Case 07-52SUP: A Special Use Permit for Our Lady of Mercy Country Home to allow a student dormitory at 2160 Mercy Drive. This application was approved by the City Council on November 26, 2007.

P&Z Case 06-19SUP: A Special Use Permit to allow for a new 6-unit residence building, a future residence building and use of the existing manor house for conferences and retreats at 2101 Hughes Road in the R-1A, Suburban Residential District. This application was approved by the City Council on June 26, 2006.

APPLICANT'S PROPOSAL

Technical Information

This is a final plat for The Trails, a 30-lot single-family subdivision spanning 13.9 +/- acres. This subdivision proposes five common area Tracts (A through E) to be used for stormwater infrastructure and to meet certain open space and landscaping requirements prescribed by Code. All common area Tracts and associated open space would be maintained by a Homeowners Association (HOA).

Landscaping/Parkland Dedication

Per UDO Sec. 30-94.1, all residential development must dedicate land or pay an equivalent fee-in-lieu of parkland dedication; however, none of the proposed Tracts containing open space meet the minimum size and location requirements applicable to such dedicated spaces. As a result, a fee-in-lieu of dedication totaling \$9,360.00 will be necessary.

Landscaping required as part of this proposal includes the buffer and berm described in UDO Sec. 30-93.6 (2). Per Code, a 100-foot, densely landscaped buffer and berm is required to be installed and maintained between an arterial street (in this instance, Flintlock Road) and the rear of residential lots (Lots 27 through 30). The applicant requested and received the approval of a variance to reduce the buffer width from 100 feet to 50 feet as part of the review of their Rezoning and Preliminary Development Plan (PZ Case 24-22R&PDP). Each lot will still be required to provide one tree, two perennials, and three shrubs (UDO Sec. 30-93.6 (9)).

PUBLIC INFRASTRUCTURE

FACILITY	CITY STANDARD	STATUS
Streets	Direct connection to fully improved street network	The subdivision will take direct access from Flintlock Road. A median break will be provided along Flintlock so as to provide full access to this subdivision. Two new public roadways have been proposed – the east-west Hummingbird Lane and north-south Red Fox Court, both of which will terminate in a cul-de-sac.

Sanitary Sewer	Direct, gravity flow connection	The site has direct access to an eight-inch public sewer main located near the site's west and north property lines. Extensions of this public sewer main will be constructed to serve each proposed lot of the subdivision.
Water	Direct connection to City water services	The site has direct access to a 12-inch public water main located within the public right-of-way of Flintlock Road. An extension of this public water main will be constructed to serve each proposed lot of the subdivision.
Storm Water	All storm water must be released from the site at an acceptable rate	Stormwater will be collected by an on-site collection system directed to the three stormwater BMP treatment areas proposed on Tracts B, C, and E, which will then release into the Liberty stormwater system at an acceptable rate. A set of Street & Storm Sewer Plans have been submitted by the applicant and must receive approval from Public Works prior to the start of construction on these improvements.

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Plat application is guided by Section 30-28.14.

1. The final plat substantially complies with the intent of the comprehensive plan;

The proposal does conform to the Comprehensive Plan and other adopted planning policies. Prior to the submission of this project's Rezoning and Preliminary Development Plan application (PZ Case 24-22R&PDP), the applicant submitted a request to amend the Comprehensive Plan's Future Land Use designation for the project area from its original Multi-Family designation to Single-Family Residential (PZ Case 24-20A). Following a review by the Planning & Zoning Commission and City Council through the public hearing process, City Council voted to approve the requested Future Land Use amendment. The site's new Future Land Use designation of Single-Family Residential encompasses detached single-family development, typically in a subdivision, such as the one proposed as part of this application.

2. The final plat complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the requirements set forth in the UDO but for the two variances approved during the review of the Rezoning & Preliminary Development Plan application (PZ Case 24-22R&PDP) for a variance to reduce the required buffer adjacent to an arterial roadway from 100 feet to 50 feet and a variance to exceed Code's maximum cul-de-sac length of 800 feet by approximately eight feet, for an approximate cul-de-sac length of 808 feet.

3. The final plat substantially complies with approved city development standards and policies;

The proposed plat has direct access to water, sewer, and the public street network and substantially complies with City standards and policies.

4. The final plat substantially conforms to the approved preliminary plat, when applicable;

The final plat does substantially conform to the approved preliminary plat, with slight alterations to the number and size of certain Tracts previously shown on the preliminary plat. Despite these changes, the layout of the subdivision's lots and public infrastructure remains the same as what was previously approved.

5. **All public works elements have been designed to city specifications and certified by the city engineer;**
All public improvement plans must be submitted and approved prior to the recordation of this plat.
6. **All necessary easements, dedications, vacations, and other agreements have been accepted or approved.**
All easements and dedications have been reviewed and approved by the City Engineer and will be accepted with the approval and recordation of this plat.

STAFF RECOMMENDATION

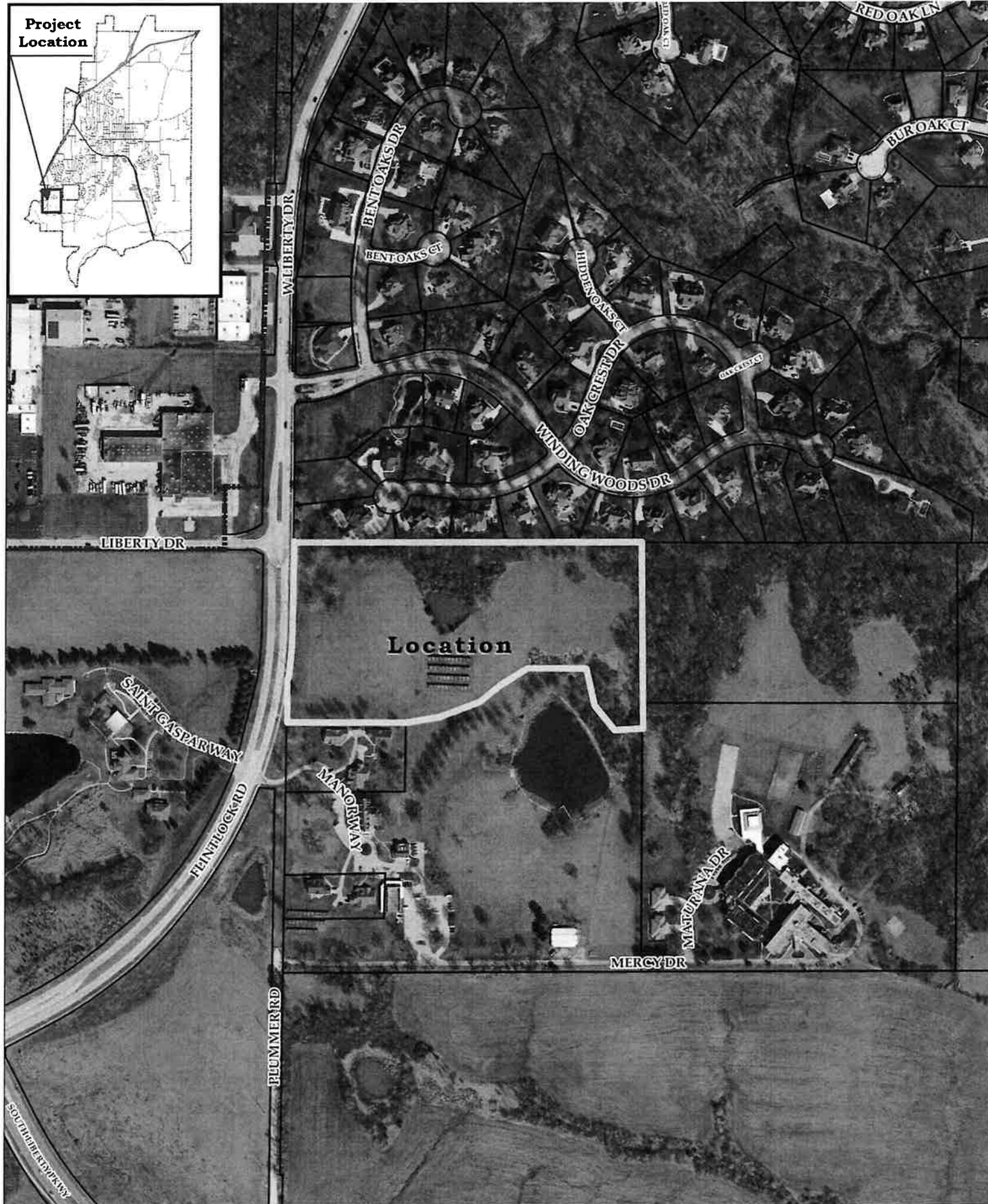
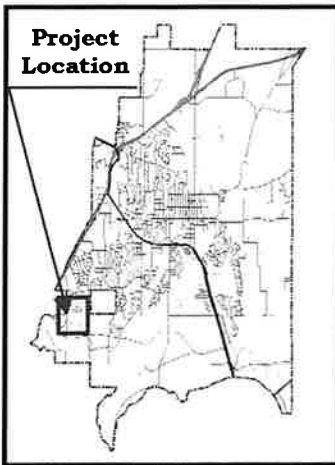
Staff finds the application meets the standards of review for a Final Plat in Section 30-28.14 of the UDO and recommends approval of PZ Case 25-10FP.

PZ RECOMMENDATION

At its March 11, 2025 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 25-10FP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Final Plat
Exhibit C:	Excerpt from Planning Commission Minutes
Exhibit D:	Ordinance





THE TRAILS

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 32 WEST, IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI



FINAL PLAT 1 OF 2

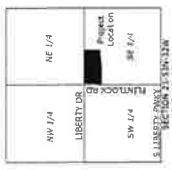
LEGEND

- DENOTES SET 1/2" REBAR NO. C/L'S 2020/231
- △ DENOTES FOUND 1/2" REBAR NO. C/LP UNLESS NOTED OTHERWISE
- DENOTES FOUND SECTION CORNER
- (P) PLATTED
- (C) CALCULATED
- POB POINT OF BEGINNING

GENERAL NOTES

1. THE BASIS OF BEARING SURETY FOR THIS SURVEY IS MISSOURI WEST COAST
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN FEET
3. THE SURVEY PROPERTY IS LOCATED WITHIN AREA OF FLOOD HAZARD
4. THE SURVEY PROPERTY IS LOCATED WITHIN AREA OF FLOOD HAZARD
5. THE SURVEY PROPERTY IS LOCATED WITHIN AREA OF FLOOD HAZARD
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9. THE SURVEY PROPERTY IS LOCATED WITHIN AREA OF FLOOD HAZARD
10. THE SURVEY PROPERTY IS LOCATED WITHIN AREA OF FLOOD HAZARD

VICINITY MAP



1. LOCATE PLAT TO THE BEST OF MY KNOWLEDGE, KNOWLEDGE AND BELIEF, THIS PLAT AND SURVEY MEETS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.



JOB NO: 25-0565

SCALE PREPARED FOR

60 30 0 60
SCALE IN FEET

SEC-TWN-RNG

23-51N-32W

DATE

FEBRUARY 3, 2025

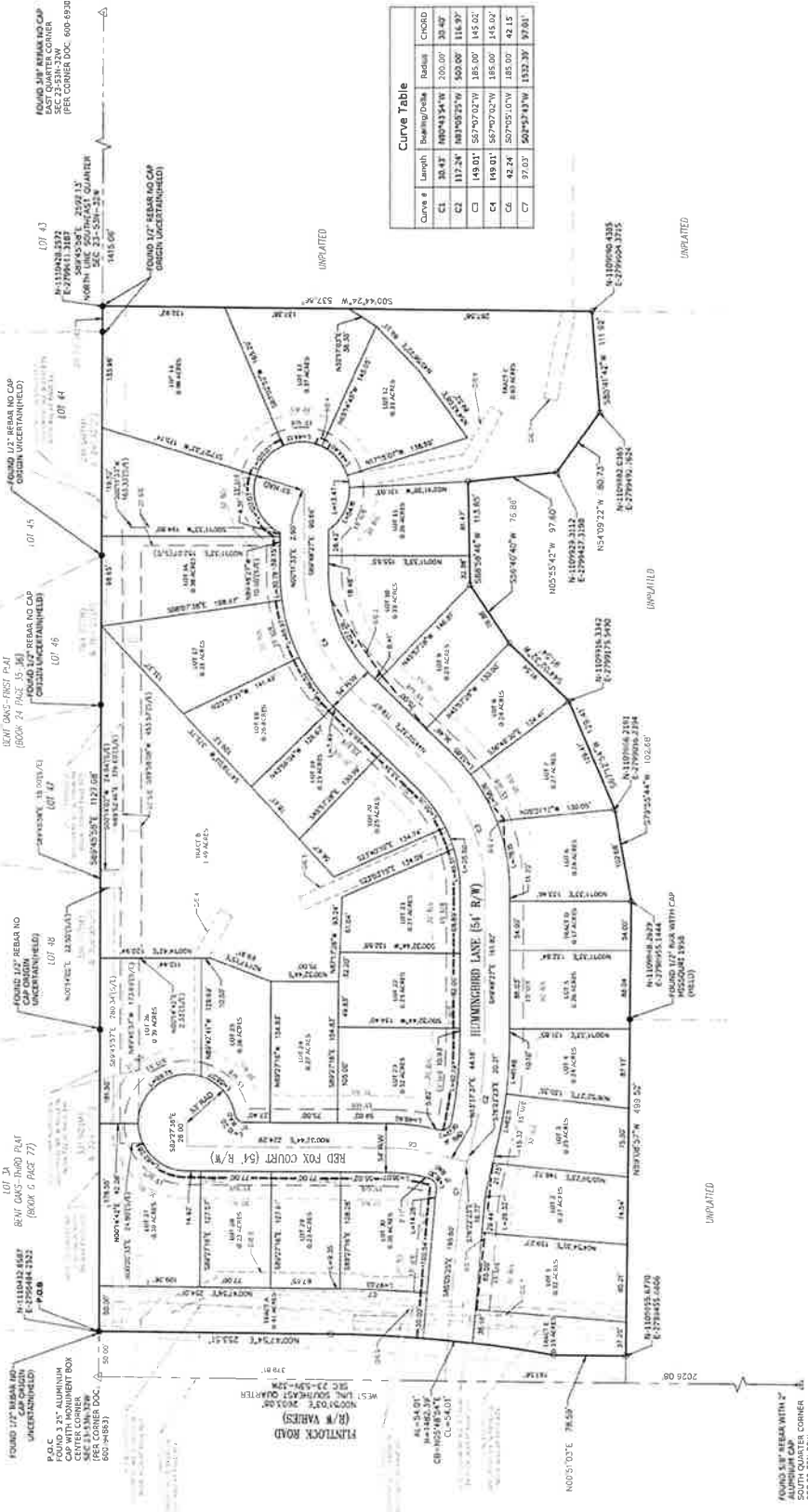
LIFE UNLIMITED INC

ADDRESS:

2135 MAJOR WAY

LIBERTY, MO 64068

Curve #	Length	Bearing/Chord	Radius	Chord
C1	30.43	N89°43'24"W	200.00'	30.42'
C2	137.24	N87°05'27"W	500.00'	135.97'
C3	149.01	S87°07'02"W	385.00'	145.02'
C4	149.01	S87°07'02"W	385.00'	145.02'
C5	42.24	S87°05'01"W	185.00'	42.15'
C6	97.07	S87°53'13"W	1532.39'	97.01'



A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 32 WEST, IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI



DIRECTOR OF PUBLIC WORKS, CHICAGO, ILLINOIS


ALC
 ATLAS LAND CONSULTING
 A DIVISION OF
 MORGAN MCM
 1400 N. 17th St. Suite 400
 Phoenix, AZ 85002
 602.441.1100
 www.alc.com

FINAL PLAT 2 OF 2

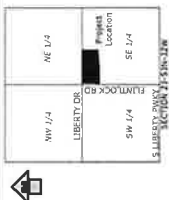
LEGEND

- DENOTES SET 1/2" REBAR ALC NO CLS 70202014231
 ● DENOTES FOUND 1/2" REBAR NO CAP UNLESS NOTED OTHERWISE
 △ DENOTES FOUND SECTION CORNER
 (M) MEASURED
 (P) PLATTED
 (C) CALCULATED
 (D) DEEDED
 A. POINT OF BEGINNING

GENERAL NOTES

- [illegible]

VICINITY MAP



I DECLARE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS PLAN AND SURETY MEETS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS (2008, 2010, 163).



JOB NO:25-0565

SCALE	PREPARED FOR
-------	--------------

SCALE IN FEET

LIFE UNLIMITED INC

23-51N-32W

DATE _____

FEBRUARY 3, 2025

V. Cases

A. PZ Case 25-10FP: Final Plat for The Trails Neighborhood, a 30-lot single-family subdivision near the intersection of Flintlock Road & Liberty Drive.

Mr. McGinnis presented the proposed Final Plat to the commission as described in the staff report.

Chairman Rosekrans asked if the commission had any questions of staff. Seeing none, Chairman Rosekrans called for the applicant or their representative to answer any questions the Commission may have.

Ron Cowger of AGC Engineers, 405 S. Leonard Street, Liberty, MO, introduced himself as the representative for the applicant. Mark Bertrand of Life Unlimited, the property owner, also introduced himself.

Chairman Rosekrans asked if the homes within this subdivision would be exclusively available for Life Unlimited's clients, or if others from the general public could purchase a home as well. Mr. Cowger stated that the subdivision would be available to the public but that some homes would be utilized by Life Unlimited.

Mr. Bertrand added that they are anticipating a ground-breaking ceremony on the property on April 25, 2025.

Chairman Rosekrans asked what would become of the solar panels located within the area of the proposed subdivision. Mr. Bertrand stated that the solar panels would be relocated near another set of solar panels on Life Unlimited's property.

Chairman Rosekrans asked if the commission had any further questions for the applicant or staff. Seeing no additional questions, Chairman Rosekrans asked for a motion.

Action: Commissioner Waterman moved to approve the case as presented in the staff report, Commissioner Summers seconded the motion.

Vote: Motion passed 8-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, March 24, 2025 at 7:00 p.m.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR THE TRAILS, A
30-LOT SINGLE-FAMILY SUBDIVISION IN THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI

WHEREAS, a final plat for The Trails, a 30-lot single-family subdivision in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on March 11, 2025 and the City Council on March 24, 2025; and

WHEREAS, pursuant to Section 30-28.14 of the Unified Development Ordinance of the City of Liberty, the City Council finds that the plat described duly conforms to the standards and requirements of ordinances in place at the time of the application;

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council hereby accepts and approves a final plat for The Trails, a 30-lot single-family subdivision in the City of Liberty, Clay County, Missouri the legal description of which follows:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 32 WEST, IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, PREPARED BY BRYAN F HILL MO PLS 2008016658, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER SECTION CORNER OF SAID SECTION 23; THENCE SOUTH 89°45'58" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FLINTLOCK ROAD AS IT NOW EXISTS, ALSO KNOWN TO BE THE SOUTHWEST CORNER OF LOT 3A BENT OAKS-THIRD PLAT, A SUBDIVISION OF LAND IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, AND ALSO KNOWN TO BE THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 89°45'58" EAST, ALONG THE SOUTH LINE OF SAID LOT 3A AND THE SOUTH LINE OF LOTS 48 THROUGH 43 BENT OAKS- FIRST PLAT, A SUBDIVISION OF LAND IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, 1127.08 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 43; THENCE SOUTH 00°44'24" WEST, 537.86 FEET; THENCE SOUTH 85°41'42" WEST, 111.92 FEET; THENCE NORTH 54°09'22" WEST, 80.73 FEET; THENCE NORTH 05°55'42" WEST, 97.60 FEET; THENCE SOUTH 88°58'46" WEST, 113.85 FEET; THENCE SOUTH 56°40'40" WEST, 76.86 FEET; THENCE SOUTH 44°02'32" WEST, 91.54 FEET; THENCE SOUTH 67°12'54" WEST, 129.41 FEET; THENCE SOUTH 79°55'44" WEST, 102.68 FEET; THENCE NORTH 89°08'57" WEST, 499.52 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID FLINTLOCK ROAD; THENCE NORTH 00°51'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 78.59 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID

ORDINANCE NO. _____ (CONT.)

EAST RIGHT OF WAY LINE, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 246.55 FEET, A RADIUS OF 1482.39 FEET, A CHORD BEARING OF NORTH 05°33'46" EAST, AND A CHORD LENGTH OF 246.27 FEET; THENCE NORTH 00°47'54" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, 253.51 FEET TO THE POINT OF BEGINNING. CONTAINING 13.92 ACRES MORE OR LESS.

SECTION II

Any and all development within the above-described final plat shall comply with all applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri.

SECTION III

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

PASSED by the City Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR



STAFF REPORT

Planning and Zoning Case 25-11FDP

Staff: Michael Peterman, Assistant Director of Planning & Development

Date: March 24, 2025

GENERAL INFORMATION

Application: Final Development Plan for a 12,000 sq. ft. office building at 550 Rush Creek Parkway

Applicant: Ron Cowger
405 S. Leonard St.
Liberty, MO 64131

Owner: Timothy Harris
244 W. Mill St.
Liberty, MO 64068

Location: 550 Rush Creek Parkway

Site Acreage: 3.63 +/- ac

Building Area: 12,000 sq. ft. new building

Parking: Parking stalls: 53 adjacent stalls

Existing Land Use/Zoning: Medical Office / CO "Non-Retail Business"

Future Land Use Map: Neighborhood Commercial

Surrounding Land Use / Zoning: North: Nursing Home / PD "Planned Development"
South: Rush Creek Pkwy & Undeveloped / CO "Non-Retail Business"
East: Liberty Hospital / Hospital
West: Rush Creek Pkwy & Undeveloped / CO "Non-Retail Business"

Public Notice: None Required

File Date: February 7, 2025

PREVIOUS CASES / SITE HISTORY

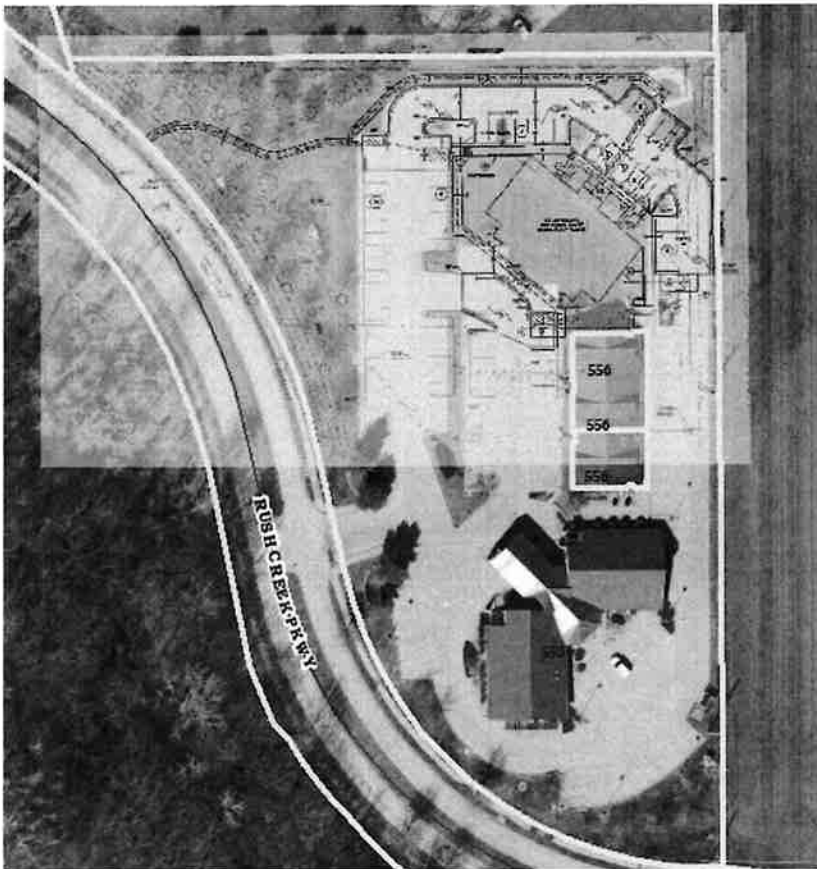
P&Z Case 07-033FP - Lot Split of Lot 1, Tracts I & II, Northwyck Business Park was approved in 2007

P&Z Case 06-006FDP – Final Development Plan for 8,480 square foot building, Lot 1, Northwyck Business Park, was approved in 2006

APPLICANT'S PROPOSAL

Use

The proposal is for a 12,000 square foot office building on 3.6 acres. This will be the third and final building in the Northwyck Business Center. The CO District permits offices by right.



Proposed site plan overlaid on aerial image from 2024.

Site Layout/Access

The existing site is 3.6 acres. Proposed is a 2 story, 12,000 square foot office building. There is one existing access point from Rush Creek Parkway. The parking and drive aisles were installed with the construction of the original 2 buildings and were designed to accommodate the third building at that time. There will be 53 parking stalls adjacent to the building with 3 ADA designated stalls per UDO Section 30-84.1. This meets the city code of 1 stall per 250 sq. ft. of building area, UDO Section 30-83.2. A 5ft wide sidewalk will also be installed along the north portion of the site and connect to the existing sidewalk on Rush Creek Parkway.

Building Design

The building is proposed as a two-story building with an overall wall height of 24 feet. The materials proposed include stucco, stone veneer, and an asphalt shingle roof. There will be a public entrance on the north side of the building to the second floor and public entrance on the south side of the building to the first floor. The north portion of the site is higher in elevation, requiring the installation of 12-foot tall retaining walls at the northwest and southeast corners of the building.

Landscape Plan

The applicant is proposing landscaping in accordance with Section 30-97.4 of the UDO for the new building. The project is proposing 6 new trees and 24 new shrubs to the existing site. The existing vegetation on the northwest corner of the lot is proposed to remain. The open space and parking lot landscaping was installed as part of the original development.

PUBLIC INFRASTRUCTURE

Sanitary Sewer

The site has a direct access connection to an 8" public sanitary sewer main on the east side of the property.

Water

There is direct access to an existing 12" water main on Rush Creek Parkway.

Streets

The site has access to fully improved Rush Creek Parkway. Sidewalks currently exist along the length of the property.

Stormwater

Stormwater runoff is proposed to be directed to an existing basin on the west side of the property. This existing basin was designed and built for a larger building than is being proposed. No additional stormwater improvements are required.

STAFF ANALYSIS

Staff analyzed this application in accordance with the Liberty *Unified Development Ordinance* (UDO), Section 30-27.8. All criteria must be satisfied in order for staff to recommend approval:

1. The plan substantially complies with the intent of the comprehensive plan;

Our Comprehensive Plan, Leading Liberty Forward (2023), lists goals and strategies that should be used to guide our community growth.

Goal 1, Strategy 1.2 states that the City should, "Align infrastructure improvements and future development and redevelopment opportunities as illustrated in the plan".

The Future Land Use Map designation in this area is Neighborhood Commercial. The use of this lot as a commercial office use is appropriate as it is adjacent to other office structures and is currently zoned CO, "Non-Retail Business".

Staff believes the proposal conforms to the Future Land Use Map, Growth and Redevelopment Framework Map and Comprehensive Plan.

2. The plan complies with the provisions of this UDO;

Staff finds that the development plan application substantially conforms to the requirements set forth in the Unified Development Ordinance.

3. The plan substantially complies with approved city development standards and policies.

The proposed plan complies with city development standards and policies.

STAFF RECOMMENDATION

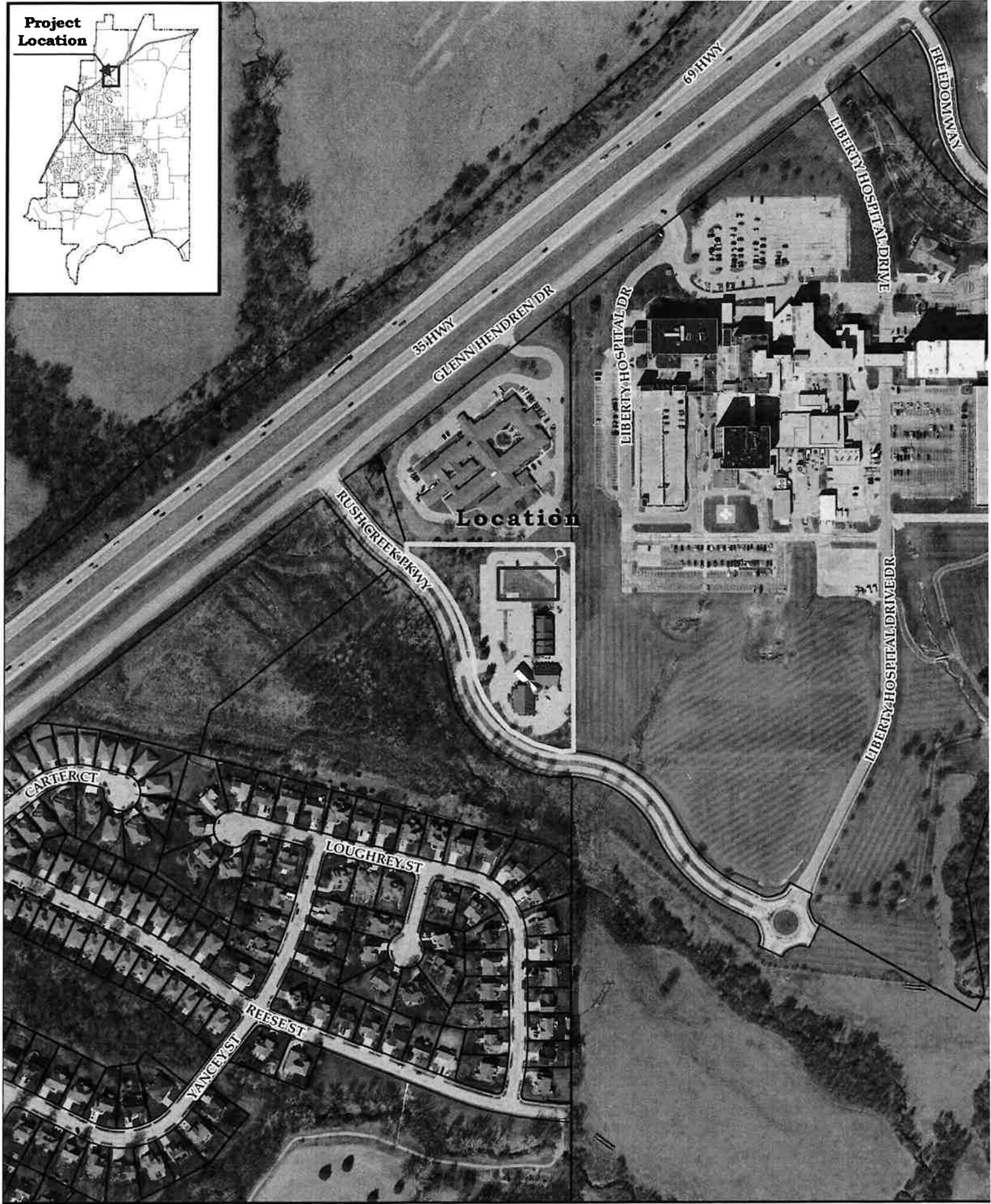
Staff finds this application meets the standards of review for a Final Development Plan in Section 30-97.5 (1) of the UDO. Staff recommends approval of P&Z Case 25-11FDP.

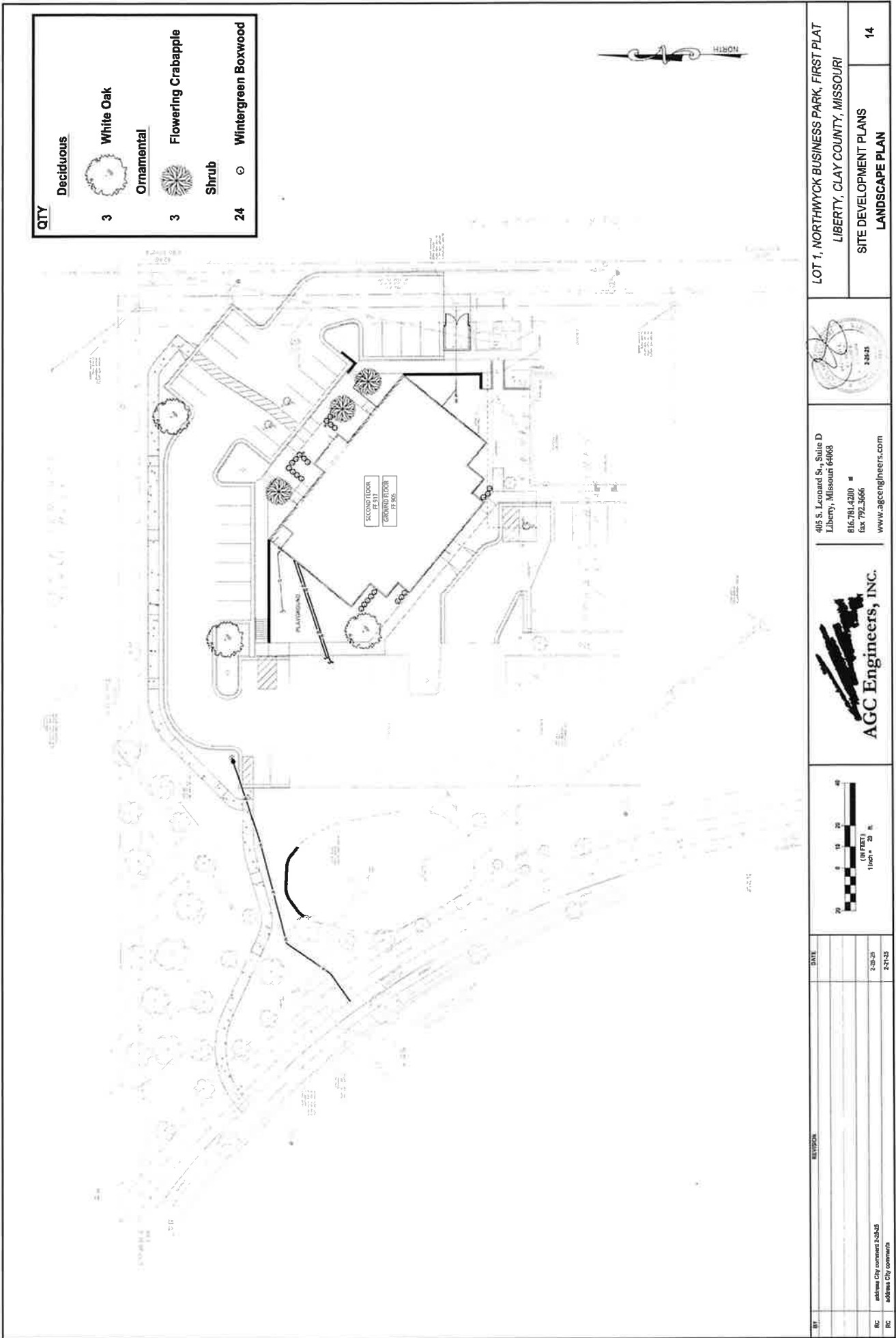
PZ RECOMMENDATION

At its March 11, 2025 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 25-11FDP as presented in the staff report.

ATTACHMENTS

- Exhibit A: Vicinity Map
- Exhibit B: Site Plan
- Exhibit C: Landscape Plan
- Exhibit D: Building Elevations
- Exhibit E: Excerpt from Planning Commission Minutes
- Exhibit F: Resolution



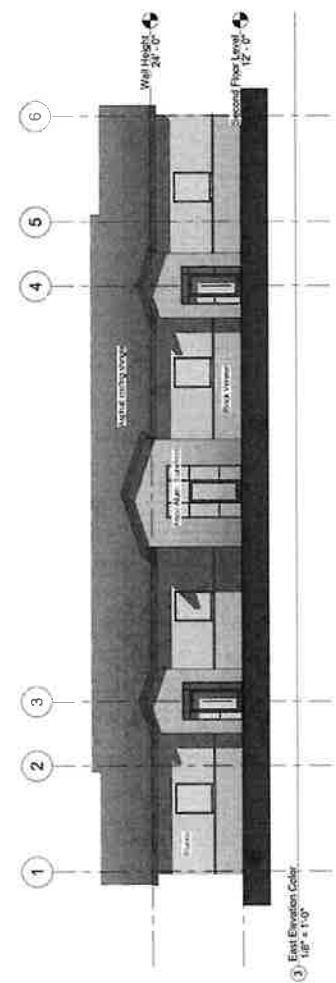
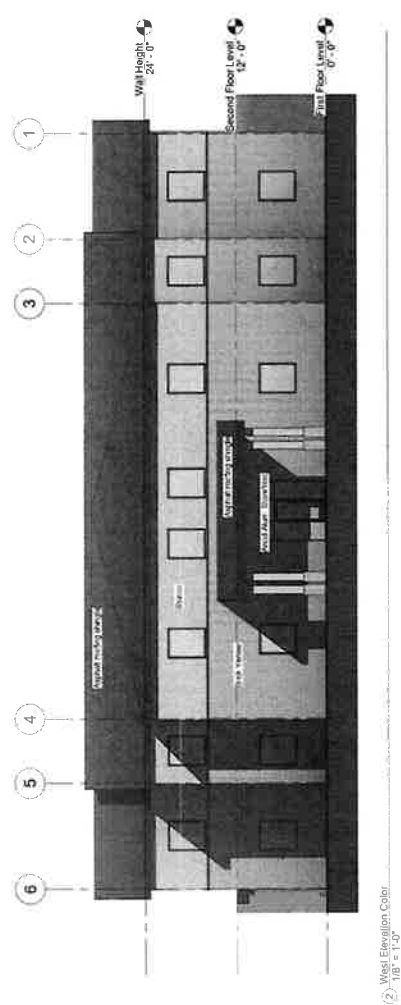
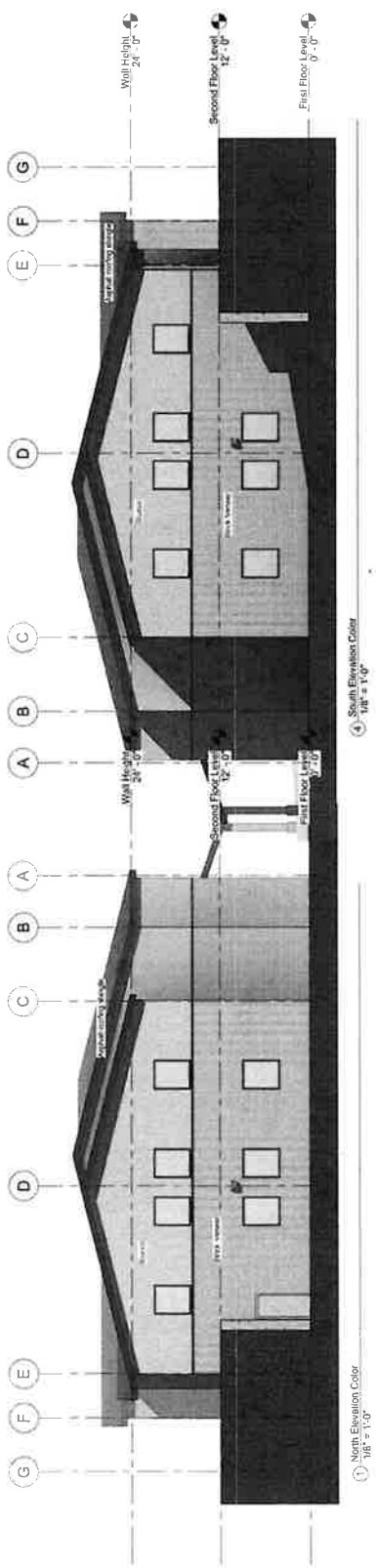


No.	Description	Date
1	Revisions Schedule	

Project number: 2619
Date: 01-05-2025

NEW BUILDING FOR
Caravel Autism Health
Lot 1, Northwyck Business Park, 1st Plat

6247 Brookside Blvd #204 Kansas City, Mo 64113
Phone: 816-656-5055 Scharhaygarth@gmail.com
Scharhay
HERRICK, SCHARHAY & COMPANY, ARCHITECTS



B. PZ Case 25-11FDP: Final Development Plan for a new 12,000 square foot, two-story commercial office building on a developed site at 550 Rush Creek Parkway.

Mr. Peterman presented the proposed Final Development Plan to the commission as described in the staff report.

Chairman Rosekrans asked if the commission had any questions of staff. Seeing none, Chairman Rosekrans called for the applicant or their representative to answer any questions the Commission may have.

Ron Cowger of AGC Engineers, 405 S. Leonard Street, Liberty, MO, introduced himself as the engineer for the project.

Commissioner Personett asked what the proposed use of the building was. Mr. Cowger stated that the tenants would be some type of office use.

Chairman Rosekrans asked if the commission had any further questions for the Mr. Cowger or staff. Seeing no additional questions, Chairman Rosekrans asked for a motion.

Action: Commissioner Holt moved to approve the case as presented in the staff report, Commissioner Dilts seconded the motion.

Vote: Motion passed 8-0-0

Yes: None

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, March 24, 2025 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A 12,000 SQ. FT. BUILDING IN NORTHWYCK BUSINESS PARK AT 550 RUSH CREEK PARKWAY, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for the construction of a 12,000 sq. ft. building in Northwyck Business Park at 550 Rush Creek Parkway in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on March 11, 2025 and the City Council on March 24, 2025; and

WHEREAS, pursuant to the Unified Development Ordinance of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for the construction of a 12,000 sq. ft. building in Northwyck Business Park at 550 Rush Creek Parkway in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: March 24, 2025

A/R No.: 2025-75

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance approving a contract for services with Tandem Paving Co, Inc. for repairs and overlay of sections of the trail at Capitol Federal Sports Complex in an amount not to exceed \$42,103.50

Summary:

- As part of the FY2025 parks operation budget, funds were set aside for trail repairs and overlay work to the Capitol Federal Sports Complex.
- Parks staff propose to utilize the TIPS cooperative agreement for pavement overlay work on this project.
- Park trails require regular repairs and overlays to mitigate trip hazards and provide a safe walking path.

Background:

The Capitol Federal Sports Complex Trail provides a connection throughout the park for pedestrians to access the other sports zones, playgrounds, ponds, and other park recreational areas. The trail is just short of a half-mile long and is in poor condition and needs repair work and an overlay. Asphalt trails require maintenance of crack sealing and seal coating to prolong the life of the material. Trail overlays reset the life cycle of the trail. With proper care, asphalt trails can last 10 years between overlays.

As part of the FY2025 parks operations budget, funds were allocated for trail overlay. The Capitol Federal Sports Complex Trail is next on the list for repairs. Staff met with several paving contractors and found Tandem Paving to be the most capable contractor for the work, plus they participated in a cooperative price agreement for asphalt trail work with the City of Lee's Summit, allowing us to utilize their services as they have competitive pricing.

In an effort to improve trails in existing parks, the City of Liberty Parks and Recreation Master Plan (Goal 1, Objective 1.3) recommends developing new walking and biking trail opportunities and promoting non-motorized transportation alternatives to improve the health and well-being of Liberty residents. These repairs will extend the life of this trail and meet the objectives of this goal.

Staff requests the approval of a contract with Tandem Paving to complete the trail repairs and overlay work in an amount not to exceed \$42,103.50.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
---------------------------------------	------------------------

Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
X Other: Park Board	Completed/Recommended: 03/06/2025

Financial Considerations:

X	Budgeted:	Line Item: 460-57025-403-000000 Line Item:	Amount: \$42,103.50 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance-Tandem Paving CFSC Trail Overlay
2. Tandem Paving Signed Contract

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR SERVICES WITH TANDEM PAVING CO, INC FOR REPAIRS AND OVERLAY OF SECTIONS OF THE TRAIL AT CAPITOL FEDERAL SPORTS COMPLEX IN AN AMOUNT NOT TO EXCEED \$42,103.50

WHEREAS, the City of Liberty Parks and Recreation Master Plan (Goal 1, Objective 1.3) recommends improving trails in existing parks; and

WHEREAS, park staff understands the importance of providing safe trails by performing regular inspections and maintenance to preserve the integrity of the top surface and base material; and

WHEREAS, as part of the 2025 park operations budget, funds were allocated for trail overlay at several locations throughout the city, including the trails at the Capitol Federal Sports Complex; therefore

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for services by and between the City of Liberty and Tandem Paving Co, Inc, in an amount not to exceed FORTY-TWO THOUSAND ONE HUNDRED THREE DOLLARS and 50/100 (\$42,103.50) for materials and services for repairs and overlay of the trails at the Capitol Federal Sports Complex, a copy of said contract being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the contract described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

Approved by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR



CONTRACT FOR SERVICES
***Capital Federal Sports Complex Trail
Repair and overlay, Liberty MO 64068***

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **24th day of March, 2025**, between **Tandem Paving , Company**, an entity organized and existing under the laws of the State of **Missouri**, with its principal office located at **617 E Industrial Dive, Blue Springs, MO 64014**, hereafter referred to as the **Contractor**, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of **March 24, 2025** and is coincidental with the Mayor's signature and attestation by the Deputy City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal PK24-019 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **120** calendar days. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in an amount not to exceed **FOURTY-THREE THOUSAND ONE HUNDRED AND THREE- DOLLARS FIFTY CENTS \$43,103.50**.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Liberty City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials (1 year), equipment furnished, and work performed for a period of One (1) year from the date of substantial completion.

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE X NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the 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.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XI NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to 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 Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XII AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIII
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

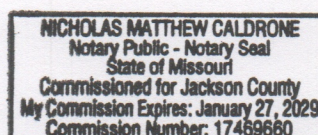
(SEAL)

TANDON PAVING CO., INC.
Company Name

By: _____

Title: DAVID D. SMITH, PRESIDENT

Attest: Nick Caldron - Nick Caldron



Appendix B

Standard Terms and Conditions

All bid/quote/RFQ/RFP respondents are expected to comply with City of Liberty Standard Contract Terms and Conditions. Submission of a response to this proposal constitutes acceptance of these standard terms and conditions.

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City Administrator or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City Administrator will designate his authorized representatives in writing. Both the City of Liberty and the Contractor must approve any changes to the contract in writing.

B. Contract Award

Award of this contract is anticipated no later than 60 days after bid deadline.

C. Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Liberty by the Contractor, its agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$2,000,000 aggregate

2. Comprehensive Automobile Liability:

- Minimum \$2,000,000 combine single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:

- Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.

4. Employers' Liability:

- \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

D. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Liberty, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

The City of Liberty is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

F. Invoicing and Payment

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the schedule agreed upon during final negotiations, with proper attachments documenting work performed, fees applied, etc.

G. Cancellation

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. Contractual Disputes

The Contractor shall give written notice to the City of Liberty of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Liberty shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

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In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

J. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Liberty codes.

K. Drug/Crime Free Work Place

The Respondent acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Liberty property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

The Respondent further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Liberty in addition to any criminal penalties that may result from such conduct.

L. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. Permits

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

O. Compliance with Missouri Law Regarding the Employment of Illegal Aliens

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 24, 2025

A/R No.: 2025-81

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant
Director Parks

Subject: Ordinance approving a contract with BHC Civil Engineering for FEMA study and trail design for the south trail connection between Canterbury Park and Homestead Greenway in an amount not to exceed \$43,000.00

Summary:

- As part of the FY2025 parks budget, funds were set aside for trail design and floodplain permitting for a trail connection from Canterbury Park south to Homestead Greenway.
- Parks staff reviewed qualifications from several consulting firms and selected BHC as the most qualified.
- Staff recommends the City sign a contract with BHC in an amount not to exceed \$43,000.00.

Background:

In 2017, Vireo provided a preliminary trail route to connect Canterbury Park south to the newly constructed trail in the Homestead Greenway. With the primary design completed, staff worked with the developers of Homestead subdivision to extend the 2017 trail further west to connect Buckingham Drive with a pedestrian trail over Little Shoal Creek to Campbell Road. The developer agreed to build the trail in 2023 as part of Homestead Hills' second phase if the city would cover the cost for the bridge over Little Shoal Creek. In the spring of 2024, the bridge was installed and the trail pavement completed. Parks staff are looking to complete a new trail segment to connect the gap between Homestead and Canterbury Park trails. This 1700-foot section of trail is planned to cross the creek twice and also will need to cross South Wales Road.

BHC will review the preliminary route and model how the trail will affect any flooding that occurs along the creek. A flood study is required for two creek crossings to determine the best options. They will provide some basic cost estimates but parks staff are planning to use maintenance staff for clearing brush, trail grading and possibly laying rock to save on the total project costs.

Parks staff reviewed qualifications from three engineering firms and are recommending the City to enter into a contract with BHC for an amount not to exceed \$43,000.00.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: March 13, 2025
Public Safety Sales Tax Oversight	Completed/Recommended:

Committee	
Budget Committee	Completed/Recommended:
X Other: Park Board	Completed/Recommended: March 6, 2025

Financial Considerations:

Budgeted:	Line Item: 353-70011-403-000000	Amount: \$43,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ord BHC Homestead Greenway
2. Contract - BHC FEMA Tail Study Westboro - 03-14-2025_signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH BHC CIVIL ENGINEERING FOR
FEMA STUDY AND TRAIL DESIGN FOR THE SOUTH TRAIL CONNECTION
BETWEEN CANTERBURY PARK AND HOMESTEAD GREENWAY IN AN AMOUNT
NOT TO EXCEED \$43,000.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract between the City of Liberty, Missouri and BHC Civil Engineering, 7101 College Blvd., Suite 400, Overland Park, KS, 66210, in an amount not to exceed FORTY-THREE THOUSAND DOLLARS AND 00/100 (\$43,000.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR



CONTRACT FOR PROFESSIONAL SERVICES

Liberty Parks and Recreation – FEMA Trail Study

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **24th day of March, 2025**, by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation with its principal office located at 101 E. Kansas Street, Liberty, Missouri, hereinafter referred to as **CITY**, and **Brungardt Honomichl & Company, P.A.**, an entity organized and existing under the laws of the State of **Kansas**, with its principal office located at **7101 College Blvd, Suite 400, Overland Park, KS 66210**, hereafter referred to as the Consultant.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract was approved on **March 24, 2025** and is effective as of **March 24, 2025** and shall remain in effect as described within.

ARTICLE I THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQ #PK25-23 FEMA Trail Study and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth

within RFQ # 25-23 FEMA Trail Study including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant \$43,000.00 which is "not to exceed" Forty Three Thousand dollars even for completion of the work, subject to the provisions herein set.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Lien waivers shall be provided, as applicable, to the City with each progress billing/monthly invoice, for that portion of completed work. Full release lien waivers from all vendors, suppliers and sub-Consultants shall be provided to the City prior to final payment of retainage, as applicable.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

All policies for liability protection, bodily injury, or property damage shall include the City of Liberty as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Consultant fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Consultant to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Consultant fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Consultant ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII WARRANTY

Consultant shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE IX AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by

the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE X
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

SEAL)

Brungardt Honemichl & Co., P.A.

By: _____

Title: Vice-President _____

Attest: _____ *Joseph H. McLaughlin*

Appendix A

Scope of Services

Consultant will perform the following scope of services:

1. Attend a kick-off meeting with City staff.
2. Order HEC-RAS flood model for the current effective floodplain from FEMA.
3. Perform a topographic survey of the stream area along the proposed trail alignment of the Canterbury to Homestead Trail using UAV-mounted LIDAR scanning. Coverage is shown (yellow outlined area). Ground-based conventional topo collection will be done in the immediate area of the box culvert and proposed stream crossings once locations are refined.
4. Process topo survey data and assemble project basemapping.
5. Perform an initial trail layout and conduct a field visit with City staff to adjust trail alignment as needed.
6. Prepare preliminary trail plans and evaluate options for crossing under S. Wales.
7. Review preliminary plans with City staff and incorporate decisions into final design.
8. Prepare final construction plans for trail and proposed stream crossings.
9. Prepare updated flood model representing proposed trail improvements and assess impacts to 100-year/1% base flood elevation. Current peak flow values from existing FEMA HEC-RAS model will be used.
10. Prepare simplified construction specifications for the proposed trail improvements.
11. Attend a pre-construction meeting and/or provide limited assistance during construction (assumed total of no more than 8 man-hours)

The following services are specifically **EXCLUDED** from this scope of services:

- **Any structural design or detailing of bridges, culverts, or abutments**
EXPLANATION: BHC will determine opening sizes and flowline elevations but would rely on others for structural design. This means that BHC would specify pre-cast culverts and give dimension of the openings needed (i.e. 8' wide X 3' tall box culvert) and what elevation to set it at, or BHC would rely on standard plans created by others (DOT, pedestrian bridge manufacturer, etc.) and would not design abutments or substructures to support such drainage structures.
- **Any geotechnical borings**
EXPLANATION: Designers typically want to know how deep (and tough) rock is before calling out installation of a new stream crossing. If City is willing to forgo getting geotechnical information because the City expects to do low-water crossings and not having to build abutments for a bridge, then this is a reasonable exclusion.

ADDITIONAL SERVICES

The services provided for this project are limited to those listed in the above Scope of Services. Any additional services will be performed at an hourly rate or a lump sum basis as

agreed to prior to initiating the additional service. Additional services may include but are not limited to the following:

1. Land surveying services beyond what is specified in this scope of services.
2. Retaining wall design
3. Bridge structure and substructure (abutment) design and detailing
4. Legal descriptions or easement documents
5. Site renderings
6. Cultural resource or threatened & endangered species surveys
7. Geotechnical investigation/report
8. Traffic study or memo
9. Stormwater management study
10. Stormwater detention/water quality (BMP) design
11. Rezoning, platting, development planning, or other City planning scope items
12. Meetings with City staff (other than noted in scope of services). Additional meetings to be billed hourly
13. Landscaping, irrigation, site lighting or photometrics
14. Structural design and/or calculations
15. Global stability analysis of retaining wall design
16. Pavement design
17. Off-site or on-site utility main extensions
18. Construction period services/staking (other than noted in scope of services)
19. Additional site design (other than noted in scope of services)
20. External costs such as application fees, permit fees, printing, deliverables, etc., have not been included in scope of services.

CITY OF LIBERTY, MISSOURI

Appendix B

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The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

O. Compliance with Missouri Law Regarding the Employment of Illegal Aliens

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Randall J. Gorton who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant: Randall J. Gorton

Company: Brungardt Honomichl & Co., P.A

Address: 7101 College Blvd, Suite 400, Overland Park, KS 66210

1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: Project #PK22-15 Parks Master Plan

3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

4 Attached hereto is documentation affirming Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Brungardt Honomichl & Co., P.A.



Signature

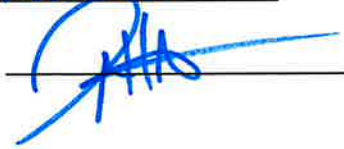
Name: Randall J. Gorton

Title: Vice-President

Subscribed and sworn to before me this 17 day of MARCH, 2025.

STATE OF Kansas

COUNTY OF Wyandotte

Notary Public: 

My Commission Expires: 5/16/2029

JOSEPH H. McLAUGHLIN
Notary Public-State of Kansas
My Appt. Expires 5/16/29

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Consultant; and
- 2 A valid copy of the signature page completed and signed by the Consultant, the Social Security Administration, and the Department of Homeland Security - Verification Division.



Company ID Number: 1676851



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 Brungardt Honomichl & Co P.A. (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: 1676851

Approved by:

Employer Brungardt Honomichl & Co P.A.	
Name (Please Type or Print) Lisa R Huddleston	Title
Signature Electronically Signed	Date 04/27/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/27/2021



Company ID Number: 1676851

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Brungardt Honomichl & Co P.A.
Company Facility Address	7101 College BLVD Suite 400 Overland Park, KS 66210
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	481114342
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 1676851

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

Name	Laura Bonar
Phone Number	9136631900
Fax	
Email	Laura.Bonar@ibhc.com
Name	Shelby Harvev
Phone Number	9136631900
Fax	
Email	shelbv.harvev@ibhc.com
Name	Lisa R Huddleston
Phone Number	91366319001559
Fax	
Email	lisa.huddleston@ibhc.com



Company ID Number: 1676851



This list represents the first 20 Program Administrators listed for this company.



CITY COUNCIL ACTION REPORT

Meeting Date: March 24, 2025

A/R No.: 2025-85

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance approving a contract with Realm Construction, Inc. for the construction of City of Liberty Project 22-003, M-291/Blue Jay Traffic Signal and Stewart/M-291 intersection improvements (Federal Aid Project STBG-3392(407) in an amount not to exceed \$1,774,567.36

Summary:

- Ordinance approving a contract between the City of Liberty and Realm Construction, Inc. for City of Liberty Project 22-003, M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection Improvements (Federal Aid Project STBG-3392(407)) in an amount not to exceed \$1,774,567.36

Background:

The Highway 291 corridor is a major commercial corridor adjacent to the Liberty Triangle commercial center. Highway 291 is also a major State highway route providing arterial traffic flow for motorists and freight through the City of Liberty.

In 2022, the City contracted professional consulting firm TranSystems Corporation to design intersection and multimodal improvements along M-291, resulting in a designed construction plan set. The design improvements include:

- Signalization of the intersection of Blue Jay Drive and M-291;
- Modification of the intersection of N. Stewart Road and M-291 with the installation of a median to eliminate dangerous left-turning movements onto and out of N. Stewart Rd;
- ADA sidewalk improvements from Kansas St. to the North Havens Center commercial development.

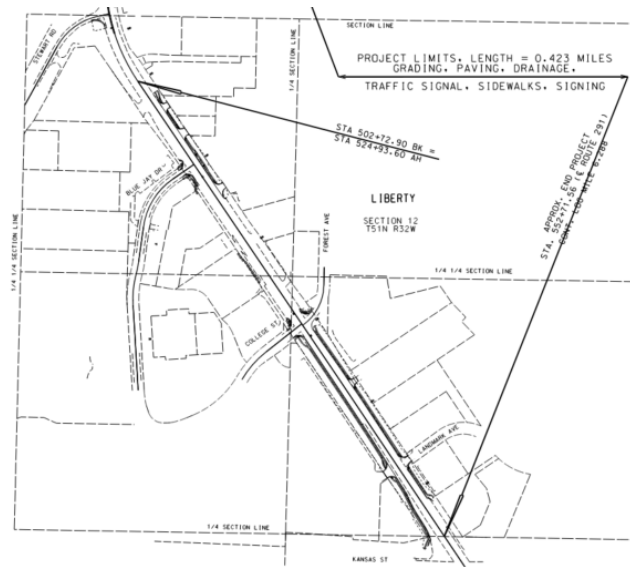


Figure 1 – Project Location

The project was publicly advertised for bid and construction bids were opened on February 11, 2025. There were a total of 3 bidders as follows:

- Leavenworth Excavating & Equipment Company Inc. - \$1,876,017.95
- Mega KC Corporation - \$2,681,229.32
- Realm Construction, Inc. - \$1,774,567.36

It should be noted that the City will receive reimbursement for construction and construction inspection/engineering costs from both the Federal Government and the State of Missouri. The Federal government will be providing up to \$800,000 through a Surface Transportation Block Grant. The State of Missouri will be providing up to \$1,107,500 through a Cost Share agreement. All funding support will be provided as reimbursements for costs accrued. Reimbursable funding allocated to construction totals \$1,795,000, meaning up to \$1,795,000 can be reimbursed throughout the life of the project.

The City is seeking to award a construction contract to Realm Construction, Inc. for improvements along M-291 as designed by TranSystems Corporation.

Previous Action (if applicable):

NA

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Approved 03/13/2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item:352-57034-201-000000	Amount: \$1,774,567.36
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. 2025-085 Approve Contract Realm Blue Jay 291 - ORD
2. STBG-3392(407) - Contract Packet_Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH REALM CONSTRUCTION, INC. FOR THE CONSTRUCTION OF CITY OF LIBERTY PROJECT 22-003, M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION IMPROVEMENTS (FEDERAL AID PROJECT STBG-3392(407)) IN AN AMOUNT NOT TO EXCEED \$1,774,567.36

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a Contract by and between the City of Liberty and Realm Construction, Inc. (Realm) for the construction of City of Liberty Project 22-003 M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection Improvements (Federal Aid Project STBG-3392(407)) with a bid amount of ONE MILLION SEVEN HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED SIXTY SEVEN AND 36/100 DOLLARS (\$1,774,567.36), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

The City of



M-291/Blue Jay Drive Traffic Signal and
Stewart Road/M-291 Intersection
Improvements Project

STBG-3392(407)
City Project No. 22-003

C
O
N
T
R
A
C
T

City of Liberty

101 East Kansas Street
Liberty, MO 64068
816-439-4500

The City of



M-291/Blue Jay Drive Traffic Signal and
Stewart Road/M-291 Intersection
Improvements Project

STBG-3392(407)
City Project No. 22-003

C
O
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T
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A
C
T

City of Liberty

101 East Kansas Street
Liberty, MO 64068
816-439-4500

M-291/Blue Jay Drive Traffic Signal and Stewart Road/M-291 Intersection Improvements Project

TABLE OF CONTENTS

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- Rail Letter
- Utility Letter
- ADA Checklist

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Mayor, City Council and the Citizens of the City of Liberty, Missouri, a Municipal Corporation ("Owner") and Realm Construction, Inc. ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Intersection improvements at M-291 and Stewart Rd.,
- Intersection signalization at M-291 and Blue Jay Dr.,
- Pedestrian improvements from the North Havens Center commercial development to Kansas St.,
- All other associated work.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: M-291/Blue Jay Drive Traffic Signal and Stewart Road/M-291 Intersection Improvements Project (STBG-3392(407))

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by TranSystems Corporation, Inc. (TranSystems).
- 3.02 The Owner has retained the office of TranSystems Corporation, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within n/a days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within n/a days after the date when the Contract Times commence to run.
- B. Earliest Construction Start Date: Upon Notice to Proceed
- C. Latest Final Completion Date: October 28, 2025

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Contractor shall pay Owner Liquidated Damages in accordance with the Job Special Provisions.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: See attached C-410 Bid Form.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): See attached C-410 Bid Form.
The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment),
\$_____.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 100 percent of Work completed.
 - b. 100 percent of cost of materials and equipment not incorporated in the Work
- B. Owner shall reserve the right to withhold payment (retainage) for any of the following reasons or as determined by the engineer, in accordance with RsMO 34.057.
 1. Liquidated damages
 2. Unsatisfactory job progress
 3. Defective construction work or material not remedied
 4. Disputed work
 5. Failure to comply with any material provision of the contract
 6. 3rd part claims filed or reasonable evidence that a claim will be filed
 7. Failure to make timely payments for labor equipment or materials
 8. Damage to a contractor, subcontractor or material supplier
 9. Reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum
 10. Citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.
- C. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all, if any,: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Contract Bond (pages 1 to , inclusive).
 - 3. Contractors Acknowledgement (pages 1 to 2, inclusive).
 - 4. DBE Submittal Form (pages 1 to 3, inclusive).
 - 5. DBE Provisions (pages 1 to 8, inclusive).

6. E-Verify Memorandum of Understanding
 7. Worker Eligibility Verification Affidavit
 8. General Conditions (pages 1 to 71, inclusive).
 9. Supplementary Conditions (pages 1 to 9, inclusive).
 10. Job Special Provisions – Addendum No. 3 (pages 1 to 47, inclusive).
 11. Specifications as listed in the table of contents of the Project Manual.
 12. Required Contract Provisions Federal-Aid Construction Contracts (pages 1 to 22, inclusive).
 13. State Prevailing Wage Rates Annual Wage Order No. 31
 14. Federal Wage Rates General Decision No. MO20250001
 15. MoDOT ADA Checklist
 16. Drawings (not attached but incorporated by reference) consisting of 147 sheets with each sheet listed on the sheet index.
 17. Addenda (numbers 1 to 3, as supplied during bid and incorporated within the contract, inclusive).
 18. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Contractors - Addendum No. 1 (pages 1 to 5, inclusive).
 - b. Contractor's Bid - Addendum No. 2 (pages 1 to 7, inclusive).
 - c. Contractor's Bid Bond (pages 1 to 2, inclusive).
 - d. Environmental Clearance
 - e. Right of Way Clearance
 - f. Letter of No Impact to Railroads
 - g. Letter of Certification Utilities Status
 19. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *General Conditions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

10.07 *Indemnification*

- A. The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or in connection with or on account of any other cause arising during the course of and related to construction, irrespective of the responsibility of third parties therefore.
- B. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney's fees, incurred in the City's pursuing any remedial action required to correct deficiencies in the work on account of poor workmanship, the negligence or any act of omission of the Contractor or his, her, its, or their subcontracts, agents or employees.
- C. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

_____ Realm Construction, Inc. _____

By: _____

By: Catherine E Phillips _____

Title: _____

Title: Catherine E Phillips _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: [Signature] _____

Title: _____

Title: Vice President _____

Address for giving notices:

Address for giving notices:

_____ P.O. BOX 1236 _____

_____ Blue Springs, MO 64014 _____

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



March 4, 2025

City of Liberty, MO
101 East Kansas Street
Liberty, MO 64068

RE: Realm Construction, Inc.
Bond #674223711
M-291/Blue Jay Drive Traffic Signal and Stewart Road/M-291 Intersection
Improvements Project, STBG-3392(407), City Project No. 22-003

To Whom It May Concern:

Please accept this letter as your authority to date the Bonds and the Powers of Attorney the same date the contracts are signed. The bonds cannot be dated prior to the date of the contract.

We would appreciate your forwarding us a copy of the dated contract and bonds so that we may forward them to the surety company.

In the event you should have any questions, please feel free to contact our office.

Sincerely,
The Ohio Casualty Insurance Company

A handwritten signature in blue ink, appearing to read 'Sandra Burnett', with a large, stylized initial 'S'.

Sandra Burnett
Attorney-in-Fact
sandra.burnett@hubinternational.com





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213157 - 969092

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chandler H. Cullor, Christina Rodden, Linda S. Reynolds Mark E. Gardner, Sandra Burnett, Sophia Reyes

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of March, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CONTRACT BOND

Bond Number 674223711

KNOW ALL MEN BY THESE PRESENTS: That we Realm Construction, Inc.

as principle, and The Ohio Casualty Insurance Company

as surety, are held and firmly bound unto the [City of Liberty, Missouri] in the penal

sum of: One Million Seven Hundred Seventy Four Thousand Five Hundred Sixty Seven and 36/100 Dollars

DOLLARS (\$ 1,774,567.36) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said [City of Liberty, Missouri] or to its certain agents, attorneys, assigns, or to the [City of Liberty, Missouri], for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the [City of Liberty, Missouri] acting by and through the [City of Liberty, Missouri], said contract being marked.

M-291/Blue Jay Drive Traffic Signal and Stewart Road/M-291 Intersection Improvements Project,

STBG-3392(407), City Project No. 22-003

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the [City of Liberty, Missouri], which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

Julie Musy
Secretary

ATTEST: (SEAL)

Sophia Reyes
Sophia Reyes

Realm Construction, Inc.
Principal

By Catherine E. Philby
Title President

The Ohio Casualty Insurance Company
Surety

By Sandra Burnett
Title Sandra Burnett, Attorney-in-Fact

HUB International Mid-America
Address – Agent or Broker

9200 Ward Parkway, Suite 500
Street

Kansas City, MO 64114
City

Name and Street Address of Agent to Whom All
Correspondence Should be Directed Relating to
Contract and Bond.

Sandra Burnett
Name

9200 Ward Parkway, Suite 500
Street

Kansas City, MO 64114
City, State

(2 of 2)



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213157 - 969092**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chandler H. Cullor, Christina Rodden, Linda S. Reynolds Mark E. Gardner, Sandra Burnett, Sophia Reyes

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CONTRACT BOND

Bond Number 674223711

KNOW ALL MEN BY THESE PRESENTS: That we Realm Construction, Inc.

as principle, and The Ohio Casualty Insurance Company

as surety, are held and firmly bound unto the [City of Liberty, Missouri] in the penal

sum of: One Million Seven Hundred Seventy Four Thousand Five Hundred Sixty Seven and 36/100 Dollars

DOLLARS (\$ 1,774,567.36) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said [City of Liberty, Missouri] or to its certain agents, attorneys, assigns, or to the [City of Liberty, Missouri], for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the [City of Liberty, Missouri] acting by and through the [City of Liberty, Missouri], said contract being marked.

M-291/Blue Jay Drive Traffic Signal and Stewart Road/M-291 Intersection Improvements Project,

STBG-3392(407), City Project No. 22-003

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the [City of Liberty, Missouri], which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

Julia Morgan
Secretary

Realm Construction, Inc.
Principal

By Catherine E. Phelly
Title President

The Ohio Casualty Insurance Company
Surety

ATTEST: (SEAL)

Sophia Reyes
Sophia Reyes

By Sandra Burnett
Title Sandra Burnett, Attorney-in-Fact

HUB International Mid-America
Address – Agent or Broker

9200 Ward Parkway, Suite 500
Street

Kansas City, MO 64114
City

Name and Street Address of Agent to Whom All
Correspondence Should be Directed Relating to
Contract and Bond.

Sandra Burnett
Name

9200 Ward Parkway, Suite 500
Street

Kansas City, MO 64114
City, State

(2 of 2)



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213157 - 969092**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chandler H. Cullor, Christina Rodden, Linda S. Reynolds Mark E. Gardner, Sandra Burnett, Sophia Reyes

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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)

My commission expires _____, 20____.

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

State of _____)
) ss.
County of _____)

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 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)

My commission expires _____, 20____.

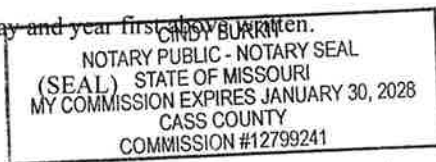
3. Form to be used if Contractor is a corporation

State of MO)
County of Jackson) ss.

On this 6 day of March, 20 25, before me appeared Catherine E. Ahlly, to me personally known, who being by me duly sworn, did say that he/she is the President of Realm Construction Inc. (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 Blue Springs, MO,

the day and year first above written.



Cindy Burkitt
Notary Public

My commission expires 1/30, 20 28.

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 _____)
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 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)

Notary Public

My commission expires _____, 20_____.

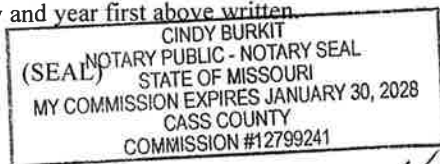
3. *Form to be used if Contractor is a corporation*

State of MO)
County of Jackson) ss.

On this 6 day of March, 20 25, before me appeared Catherine E Phillips, to me personally known, who being by me duly sworn, did say that he/she is the President of Realm Construction Inc. (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 Blue Springs, MO,

the day and year first above written.



Cindy Burkitt

Notary Public

My commission expires 1/30, 20 28.

STBG-3392(407)

City of Liberty, Missouri
101 E. Kansas St., Liberty, MO 64068

REQUEST FOR BID

BID OF

<MoDOT Vendor Number (if required) 0010840>

Bidder Name Realm Construction, Inc.

Bidder Address 604 SE Industrial Drive Blue Springs,
MO 64014

FOR

CONSTRUCTING OR IMPROVING

Intersection improvements at M-291 and Stewart Rd., intersection signalization at M-291 and Blue Jay Dr., pedestrian improvements from the North Havens Center commercial development to Kansas St., and all other associated work.

MO Route 291 from Kansas St. to Stewart Rd.
Clay County, Liberty, Missouri

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Contract Forms

December 2023

Agreement Between Owner and Contractor
Sample Contract Bond
Contractors Acknowledgement

NOTICE TO CONTRACTORS

Addendum 1

Sealed bids, addressed to City of Liberty, 101 E. Kansas St., Liberty, MO 64068 for the proposed work will be received by the City of Liberty until **03:30 PM** (prevailing local time) on **Tuesday February 11th, 2025**, at the office of the City Engineer of Liberty, 101 E. Kansas St., Liberty, MO 64068, and at that time will be publicly opened. Bids should be delivered to: 101 E. Kansas St., Liberty, MO 64068.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

- Intersection improvements at M-291 and Stewart Rd.;
- Intersection signalization at M-291 and Blue Jay Dr.;
- Pedestrian improvements from the North Havens Center commercial development to Kansas St.;
- all other associated work.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including:

- The October 2024 second edition, version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and
- The October 2024 edition of the "Missouri Standard Plans for Highway Construction", their revisions, and
- the request for bid, including appendices, the special provisions and plans, and
- the City of Liberty Design Criteria, Technical Specifications and Standard Details,

hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications
Supplemental Revisions to Missouri Standard Plans For Highway Construction

The following documents are available on the City of Liberty, MO webpage at <https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications> The effective version shall be determined by the letting date of the project.

Design Criteria
Construction Specifications
Standard Details

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

In the event of a conflict between the MoDOT specified and City of Liberty specified Design Criteria, Specifications or Standard Details the MoDOT criteria shall take precedence.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Liberty, MO", and the term "Engineer" is a reference to the Engineer of Record from TranSystems Corporation, Inc.

The contracting authority for this contract is the City of Liberty, MO.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work

within the time specified as follows in accordance with Sec 108:

Calendar Days: NA

Completion Date: Final Completion – October 28, 2025

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages are as specified in the Job Special Provisions.

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☐ Paper Bid Bond
- ☐ Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 31", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select “Enroll in the Program” to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor’s responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) OSHA TEN HOUR TRAINING REQUIREMENTS: Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the “Buy America” requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) ADDENDUM ACKNOWLEDGEMENT: The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Realm Construction, Inc, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 11 day of February 2025.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID. AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Cathy Phillips
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Cathy Phillips
Please print or type name and title of person signing here

Attest:

Cathy Phillips
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will

December 2023

be **one slot** at 1000 hours per slot.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** The City of Liberty, MO, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
1	CLEARING AND GRUBBING	ACRE	1	\$ 21,184.35	\$ 21,184.35
2	REMOVAL OF IMPROVEMENTS	LS	1	\$ 159,906.05	\$ 159,906.05
3	CLASS A EXCAVATION	CY	1658	\$ 22.50	\$ 37,305.00
4	EMBANKMENT IN PLACE	CY	2234	\$ 13.25	\$ 29,600.50
5	COMPACTING EMBANKMENT	CY	1382	\$ 6.10	\$ 8,430.20
6	COMPACTING IN CUT	STA	1.0	\$ 4,204.40	\$ 4,204.40
7	CLASS 3 EXCAVATION	CY	1263	\$ 48.45	\$ 61,192.35
8	CULVERT CLEANOUT	EA	8	\$ 590.80	\$ 4,726.40
9	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	2602	\$ 33.70	\$ 87,687.40
10	10 INCHES, BITUMINOUS PAVEMENT	SY	589.8	\$ 155.80	\$ 91,890.84
11	CONCRETE PAVEMENT (9 IN. NON-REINFORCED 15 FT. JOINTS)	SY	47	\$ 112.15	\$ 5,271.05
12	PIPE COLLAR, TYPE A	EA	2	\$ 6,688.35	\$ 13,376.70
13	CONCRETE CURB RAMP	SY	232	\$ 210.25	\$ 48,778.00
14	TRUNCATED DOMES	SF	237	\$ 24.95	\$ 5,913.15
15	8 IN. CONCRETE MEDIAN STRIP	SY	138	\$ 99.30	\$ 13,703.40
16	PAVED APPROACH, 8 IN.	SY	930	\$ 97.70	\$ 90,861.00
17	CONCRETE SIDEWALK, 4 IN.	SY	1573.4	\$ 58.80	\$ 92,515.92
18	CONCRETE GUTTER TYPE A	LF	89	\$ 44.85	\$ 3,991.65
19	CURB AND GUTTER TYPE B	LF	2970	\$ 31.25	\$ 92,812.50
20	ROCK LINING	CY	10	\$ 199.10	\$ 1,991.00
21	MANHOLE FRAME AND COVER, TYPE 4	EA	1	\$ 1,233.65	\$ 1,233.65
22	CONSTRUCTION SIGNS	SF	590	\$ 8.60	\$ 5,074.00
23	ADVANCE WARNING RAIL SYSTEM	EA	9	\$ 90.95	\$ 818.55
24	CHANNELIZER (TRIM LINE)	EA	258	\$ 22.50	\$ 5,805.00
25	TYPE III MOVEABLE BARRICADE	EA	65	\$ 235.40	\$ 15,301.00
26	FLASHING ARROW PANEL	EA	2	\$ 2,247.00	\$ 4,494.00
27	MOBILIZATION	LS	1	\$ 73,428.85	\$ 73,428.85
28	ADDITIONAL MOBILIZATION FOR SEEDING	EA	1	\$ 642.00	\$ 642.00

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
29	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	LF	221	\$ 26.75	\$ 5,911.75
30	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. YELLOW	LF	61	\$ 27.30	\$ 1,665.30
31	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	5	\$ 374.50	\$ 1,872.50
32	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN WHITE MIDBLOCK	EA	78	\$ 176.55	\$ 13,770.90
33	TEMPORARY REMOVABLE MARKING TAPE 4 IN., WHITE	LF	173	\$ 2.65	\$ 458.45
34	TEMPORARY REMOVABLE MARKING TAPE 4 IN., YELLOW	LF	186	\$ 2.65	\$ 492.90
35	TEMPORARY NON-REMOVABLE MARKING TAPE LEFT/RIGHT ARROW	EA	1	\$ 235.40	\$ 235.40
36	4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	1106	\$ 2.75	\$ 3,041.50
37	6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	526	\$ 2.75	\$ 1,446.50
38	PAVEMENT MARKING REMOVAL	LF	2075	\$ 2.10	\$ 4,357.50
39	PAVEMENT MARKING REMOVAL (SYMBOLS)	EA	3	\$ 112.35	\$ 337.05
40	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 17,120.00	\$ 17,120.00
41	18 IN. PIPE GROUP B	LF	548	\$ 91.50	\$ 50,142.00
42	24 IN. PIPE GROUP B	LF	553	\$ 101.35	\$ 56,046.55
43	30 IN. PIPE GROUP B	LF	63	\$ 127.10	\$ 8,007.30
44	36 IN. PIPE GROUP B	LF	121	\$ 176.00	\$ 21,296.00
45	44 IN. X 72 IN. ELLIPTICAL PIPE GROUP B	LF	19	\$ 633.15	\$ 12,029.85
46	PRECAST CONCRETE MANHOLE - 48 IN.	FT	7	\$ 674.90	\$ 4,724.30
47	APWA TYPE 2 CURB INLET 6 FT X 4 FT	EA	10	\$ 7,791.90	\$ 77,919.00
48	TYPE 1 CURB INLET 11 FT X 5 FT	EA	1	\$ 10,705.95	\$ 10,705.95
49	FIELD INLET 5 FT X 5 FT	EA	5	\$ 7,727.45	\$ 38,637.25
50	APWA JUNCTION BOX 4 FT X 4 FT	EA	3	\$ 6,605.05	\$ 19,815.15
51	APWA JUNCTION BOX 6 FT X 6 FT	EA	1	\$ 8,569.25	\$ 8,569.25
52	DOUBLE CURB AND GRATE INLET 6 FT X 3 FT	EA	1	\$ 9,720.40	\$ 9,720.40
53	18 IN. OR ALLOWED SUBSTITUTE GROUP B FLARED END SECTION	EA	5	\$ 3,301.10	\$ 16,505.50
54	KENTUCKY BLUEGRASS SODDING	SY	2051	\$ 9.20	\$ 18,869.20
55	SEEDING - COOL SEASON MIXTURES	ACRE	1.6	\$ 1,904.60	\$ 3,047.36
56	ROCK DITCH CHECK	LF	312	\$ 27.40	\$ 8,548.80
57	ALTERNATE DITCH CHECK	LF	96	\$ 12.75	\$ 1,224.00
58	CURB INLET CHECKS	EA	22	\$ 160.50	\$ 3,531.00
59	SEDIMENT REMOVAL	CY	75	\$ 59.55	\$ 4,466.25
60	TEMPORARY SEEDING AND MULCHING	ACRE	1.6	\$ 1,265.00	\$ 2,024.00
61	SILT FENCE	LF	1889	\$ 3.40	\$ 6,422.60
62	TYPE 3B EROSION CONTROL BLANKET	SY	7629	\$ 1.45	\$ 11,062.05

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
63	RELOCATED LIGHT POLE	EA	2	\$ 3,168.30	\$ 6,336.60
64	TRENCHING TYPE 1	LF	22	\$ 24.35	\$ 535.70
65	PULL BOX, PREFORMED CLASS 1	EA	2	\$ 2,419.30	\$ 4,838.60
66	CABLE-CONDUIT, 1 IN., 3 CONDUCTORS AND 1 BARE NEUTRAL, 6 AWG	LF	42	\$ 29.20	\$ 1,226.40
67	SIGNAL HEAD, TYPE 5S	EA	3	\$ 1,622.15	\$ 4,866.45
68	SIGNAL HEAD, TYPE 3B	EA	6	\$ 1,308.65	\$ 7,851.90
69	SIGNAL HEAD, TYPE 4B	EA	3	\$ 1,669.20	\$ 5,007.60
70	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EA	12	\$ 861.90	\$ 10,342.80
71	SH-FLAT SHEET - SIGNAL SIGN	SF	82	\$ 77.05	\$ 6,318.10
72	SIGNAL SIGN, MOUNTING HARDWARE	EA	10	\$ 153.30	\$ 1,533.00
73	LUMINAIRE LED-A, 120 VOLT COMPATIBLE	EA	4	\$ 862.70	\$ 3,450.80
74	POST, SIGNAL 8 FT.	EA	11	\$ 1,365.35	\$ 15,018.85
75	POST, TYPE CL, 30 FT. ARM OR 9.1 M ARM	EA	1	\$ 12,957.70	\$ 12,957.70
76	POST, TYPE CL, 45 FT. ARM OR 13.7 M ARM	EA	2	\$ 19,761.85	\$ 39,523.70
77	DETECTOR, PUSHBUTTON	EA	12	REMOVED	REMOVED
78	ACCESSIBLE PEDESTRIAN SIGNAL	EA	12	\$ 1,418.30	\$ 17,019.60
79	VIDEO DETECTION SYSTEM	EA	1	\$ 25,707.85	\$ 25,707.85
80	CONDUIT, 2 IN., TRENCH WITH TRACER WIRE	LF	377	\$ 17.55	\$ 6,616.35
81	CONDUIT, 3 IN., TRENCH WITH TRACER WIRE	LF	95	\$ 13.30	\$ 1,263.50
82	CONDUIT, 4 IN., TRENCH WITH TRACER WIRE	LF	109	\$ 29.60	\$ 3,226.40
83	CONDUIT, 4 IN., PUSHED WITH TRACER WIRE	LF	297	\$ 25.65	\$ 7,618.05
84	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	LF	570	\$ 1.95	\$ 1,111.50
85	CABLE, 2 AWG 1 CONDUCTOR, POWER	LF	441	\$ 8.50	\$ 3,748.50
86	CABLE, 16 AWG 2 CONDUCTOR	LF	2848	\$ 1.65	\$ 4,699.20
87	CABLE, 16 AWG 5 CONDUCTOR	LF	2868	\$ 2.00	\$ 5,736.00
88	CABLE, 16 AWG 7 CONDUCTOR	LF	1967	\$ 2.20	\$ 4,327.40
89	POWER SUPPLY ASSEMBLY, TYPE-2 WITH 120V LIGHTING CONTROL CABINET	LF	1	\$ 7,354.15	\$ 7,354.15
90	PULL BOX, PREFORMED CLASS 1	EA	4	\$ 2,216.00	\$ 8,864.00
91	PULL BOX, PREFORMED CLASS 2	EA	2	\$ 2,710.85	\$ 5,421.70
92	PULL BOX, PREFORMED CLASS 3	EA	1	\$ 4,036.05	\$ 4,036.05
93	BASE, CONCRETE	CY	14.76	\$ 3,088.30	\$ 45,583.31
94	TS2/EV CABINET ASSEMBLY (WITHOUT CONTROLLER)	EA	1	\$ 19,507.20	\$ 19,507.20
95	UNINTERRUPTIBLE POWER SUPPLY	EA	1	\$ 10,726.75	\$ 10,726.75
96	WIRELESS RADIO SYSTEM	EA	1	\$ 8,447.65	\$ 8,447.65
97	CCTV CAMERA ASSEMBLY	EA	1	\$ 5,920.35	\$ 5,920.35
98	EMERGENCY VEHICLE PREEMPTION SYSTEM	EA	1	\$ 10,783.50	\$ 10,783.50
99	CABLE, 6 AWG 1 CONDUCTOR, GROUND	LF	1043	\$ 1.90	\$ 1,981.70
100	CABLE, 8 AWG 1 CONDUCTOR, LIGHTING CONTROL	LF	714	\$ 1.75	\$ 1,249.50
101	CONCRETE FOOTINGS, EMBEDDED	CY	0.8	\$ 2,921.10	\$ 2,336.88
102	PIPE POSTS	LB	380	\$ 9.05	\$ 3,439.00

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
103	2 IN. PSST POST - 12 GA.	LF	181	\$ 22.50	\$ 4,072.50
104	DRIVEN POST ANCHOR FOR 2 IN PSST - 12 GA.	EA	18	\$ 131.65	\$ 2,369.70
105	2.5 IN. PSST POST - 12 GA.	LF	48	\$ 24.65	\$ 1,183.20
106	DRIVEN POST ANCHOR FOR 2.5 IN PSST - 7 GA.	EA	4	\$ 214.00	\$ 856.00
107	SH - FLAT SHEET	SF	135	\$ 23.55	\$ 3,179.25
108	SHF - FLAT SHEET FLUORESCENT	SF	8	\$ 26.25	\$ 210.00
Total of All Unit Price Bid Items					\$ 1,774,567.36

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$1,774,567.36

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor's License No.: 0010840 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Realm Construction, Inc.

By:

[Signature]

Cathy Phillips

[Printed name]

Cathy Phillips

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Robert Taylor

[Printed name]

Robert Taylor

Title:

Vice President

Submittal Date:

February 11, 2025

Address for giving notices:

604 SE Industrial Drive Blue Springs, MO 64014

Telephone Number:

816-229-6620

Fax Number:

816-229-0053

Contact Name and e-mail address:

Robert Taylor

robert@realmconstructioninc.com

Bidder's License No.:

0010840

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____
Realm Construction, Inc. _____ as principal and
The Ohio Casualty Insurance Company _____ as surety, are
held and firmly bound unto the City of Liberty, MO in the penal sum of Five Percent of Amount Bid _____ Dollars
(\$ 5%) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of February, 2025

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) _____
291 in Clay County(ies),
project(s) _____ ADA improvements
for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

SEAL

By _____
Principal
Signature

SEAL

By _____
The Ohio Casualty Insurance Company
Surety
Signature of Attorney in Fact
Sandra Burnett

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212657 - 969092**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chandler H. Cullor, Christina Rodden, Linda S. Reynolds, Mark E. Gardner, Sandra Burnett

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of November, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of November, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

DBE Submittal Forms

- (6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 7% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows:

7% OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) Certification of Good Faith Efforts to Obtain DBE Participation: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STB6-3392(407)Route: M-291 & Stewart RoadCounty: ClayPrime Contractor: Realm Construction, Inc.

Contract Amount: _____

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Realm Construction Inc Address: 604 SE Industrial Drive Blue Springs, MO 64014

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
16	\$90,861.00	100%	\$90,861.00	5.12%	-	+
17	\$92,515.92	100%	\$92,515.92	5.21%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total:				Total % 10.33		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
 Allowed amount of participation will be in accordance with 49 CFR Part 26.
 Brokered services will only receive credit for fees.

Respectfully submitted:

Realm Construction, Inc

Company Name (Prime Contractor)

Robert Taylor / Vice President

Name / Title



Signed (Prime Contractor)

**Instructions for Completing the
DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)
(ECR-101)**

Submit this form with your bid or as outlined on front of page no later than 4:00 p.m. on the 3rd working day after the bid opening. Only DBE's listed on MoDOT's Missouri Regional Certification Committee (**MRCC**) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification

System (**NAICS**) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab: [HTTP://www.modot.org/welcome-external-civil-rights](http://www.modot.org/welcome-external-civil-rights)

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS
FOR LOCAL PROGRAMS

1.0 Program Applicability. The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

2.0 DBE Program Distinguished From Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts funded in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract funded in whole or part with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract funded in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for and participate in performance on project contracts and subcontracts in which a DBE goal is established.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, national origin, or gender in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, “contractor” will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

6.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: dbes@modot.mo.gov. It will be the duty of each contractor, and for the contractor’s subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm’s legal obligations and limitations under the DBE Program, as a requirement of program participation.

7.0 DBE Certification, and the Missouri Unified Certification Program. MoDOT and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor’s responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link:
<https://www.modot.org/welcome-external-civil-rights>

8.0 DBE Program-Related Certifications Made By Bidders and Contractors. If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any project involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, to MoDOT, and to the LPA:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), , and the Commission’s DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

(b) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

9.0 Designation of DBE firms to perform on contract. The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not

unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract. Unless MoDOT's written consent is provided as outlined above, the bidder shall not be entitled to any payment of work or material unless it is performed or supplied by the listed DBE.

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

10.0 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

10.1 Good Faith Effort Submittal. If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the "DBE Identification Submittal" sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability

to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

10.2 Bidders Good Faith Effort Described. MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

10.3 Administrative Reconsideration of the Bidder's Good Faith Efforts Made as a Part of the Bid Submittal. If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

10.4 Forfeiture of Bid Bond possible when: The failure of either the apparent low bidder to file the completed and executed "DBE Identification Submittal", listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded

(a) Any bidder rejected for failure to submit the completed and executed "DBE Identification Submittal" information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

11.0 DBE Participation for Contract Goal Credit. In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

- (1) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (2) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

12.0 DBE Required to Perform a Commercially Useful Function (CUF). The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT's External Civil Rights Division.

12.1 Quality Control (QC) and Quality Assurance (QA) Reviews. The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT's determination that a DBE's participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

13.0 Verification of DBE Participation at project completion. (Assessment of Liquidated Damages Possible)

13.1 Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

13.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

14.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Borkering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the

current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Realm Construction Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program 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).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 184793

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 at 888-464-4218.

Employer **Realm Construction Inc.**

Catherine E Phillips

Name (Please Type or Print)

Title

Vice President

Electronically Signed

Signature

01/27/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/27/2009

Date

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF MO)
COUNTY OF Jackson) ss

On this 24 day of February, 2025, before me appeared Catherine E Phillips, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Catherine E Phillips, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the President of Realm Construction and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Catherine E Phillips
Affiant Signature

Subscribed and sworn to before me this 24th day of February, 2025.

Cindy Burkit
Notary Public

My commission expires: 1/30/28



[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor five printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work with indication of critical path items, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition

created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide bonds required under this Contract shall have an A.M. Best rating of A-VII or better.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG

20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has

been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be

specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
 1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to

an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 2 – PRELIMINARY MATTERS

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

“Owner is a municipality and Owner and Contractor acknowledge and agree that this Agreement constitutes a “Public Works Contract” as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, Owner and Contractor agree that the provisions contained in this Contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. Owner and Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.”

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05.C.2 Add the following language at the end of paragraph 4.05.C.2:

“Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data records for the area in which the project is being constructed. NOAA averages will be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate weather data to support and substantiate Contractor’s request for an extension in Contract Time for abnormal weather.”

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:

Statutory

Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>505,520</u>
 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:	
General Aggregate	\$ <u>3,370,137</u>
Products - Completed Operations Aggregate	\$ <u>3,370,137</u>
Personal and Advertising Injury With employment exclusion deleted	\$ <u>3,370,137</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>3,370,137</u>
 3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:	
Combined Single Limit of	\$ <u>3,370,137</u>
 4. Excess or Umbrella Liability:	
Per Occurrence	\$ <u>3,370,137</u>
General Aggregate	\$ <u>3,370,137</u>
 5. Contractor's Pollution Liability:	
Each Occurrence	\$ <u>Not Applicable</u>
General Aggregate	\$ <u>Not Applicable</u>
☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract	
 6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.	
 7. Contractor's Professional Liability:	
Each Claim	\$ <u>3,370,137</u>
Annual Aggregate	\$ <u>3,370,137</u>

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.01.C. Add the following new subparagraphs immediately after Paragraph 7.01.B:

The Contractor shall be responsible for the conduct of Contractor’s employees and the employees of Subcontractors and suppliers on the Work site. The Contractor shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that is vulgar, profane, or racially or sexually derogatory.

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 AM to 5:00 PM
2. Owner's legal holidays are:
 - a) New Year’s Day
 - b) Martin Luther King Jr. Day
 - c) President’s Day
 - d) Memorial Day
 - e) Juneteenth
 - f) Independence Day
 - g) Labor Day
 - h) Veterans’ Day
 - i) Thanksgiving Day
 - j) Day after Thanksgiving
 - k) Christmas Day

SC-7.02.B. Append Paragraph 7.02.B to state “No Sunday work shall be allowed.”

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.**
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**

1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents,

or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:**
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

- SC 11.05** Add the following new sub-paragraph immediately after Paragraph 11.05.B
- SC-11.05.C** Adjustments in contract time due to extensive material lead time and/or availability shall follow the procedures defined within Article 11. Adjustments due to extensive lead time and/or availability shall require

documentation demonstrating that all other reasonable avenues have been explored prior to any adjustment in contract time.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.**
- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book, FHWA Hourly Rate. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.**

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:**
- 1. if the extended price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and**
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and**
 - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.**

ARTICLE 15 – PAYMENT TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.C.1 Amend the first sentence of Paragraph 15.08.A by replacing the words “10 days” with the words “20 days”.

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by replacing the words “one year” with the words “two years”.

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by replacing the words “one year” with the words “two years”.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.02.D Add the following new sub-paragraph immediately after Paragraph 16.02.D.

SC-16.02.D.1 Contractor shall be deemed to have persistently failed to perform the Work in accordance with the Contract Documents, if Contractor has twice not timely cured failures of performance by Contractor which have been brought to the attention of Contractor by written notices of the Owner within the time specified in such notices and Owner gives a third notice to the Contractor of any such failure to perform.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Attorneys’ Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties’ initial demand or defense positions in comparison with the final result.

ARTICLE 18 – MISCELLANEOUS

ARTICLE SC-18.09 Add the following new paragraph immediately after Paragraph 18.08.

SC-18.09 Employ Missouri: When un-employment is greater than 5% then the contractor must employ Missouri citizens.

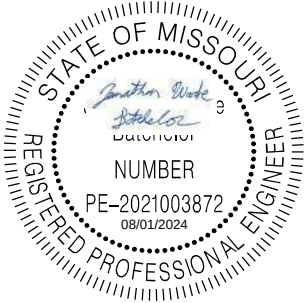
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(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

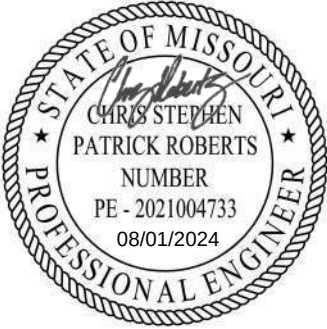
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Job No.: STBG-3392(407)
Route: 291
County: Clay

Job No.: STBG-3392(407)
Route: 291
County: Clay

 Professional Engineer Jonathan W. Batchelor PE- 2021003872	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone (888) 275-6636
	TranSystems Corporation 2400 Pershing Road Suite 400 Kansas City, MO 64108 Certificate of Authority: 000273 Engineering Consultant Phone:816-329-8600
	JOB NUMBER: STBG-3392(407) CLAY COUNTY, MO DATE PREPARED: 5/21/2024
Date: 08/01/2024	ADDENDUM DATE:
Only the following items of the Job Special Provisions are authenticated by this seal: A,B, D-O, and Y-GG	

Job No.: STBG-3392(407)
Route: 291
County: Clay

 Professional Engineer Chris S. Roberts PE- 2021004733	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone (888) 275-6636
	<i>TranSystems Corporation</i> 2400 Pershing Road Suite 400 Kansas City, MO 64108 Certificate of Authority: 000273 Engineering Consultant Phone:816-329-8600
	JOB NUMBER: STBG-3392(407) CLAY COUNTY, MO DATE PREPARED: 5/21/2024
Date: 08/01/2024	ADDENDUM DATE:
Only the following items of the Job Special Provisions are authenticated by this seal: C, and P-X	

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02K

1.0 Description. The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

1.2 The following documents are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans
For Highway Construction

These supplemental bidding documents contain all current revisions to the published versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

B. Contract Liquidated Damages JSP- 13-01D

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for:

1. failure to complete the contract work within the specified period of performance,
2. contract administrative costs incurred by the Commission,
3. and specified road user costs associated with failure to meet Construction Milestones.

Job No.: STBG-3392(407)
Route: 291
County: Clay

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all projects shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Anticipated Notice to Proceed: May 1, 2025
Contract Completion Date: October 28, 2025

2.1 Liquidated Damages for Failure to Meet Period of Performance. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, the contractor will be charged contract liquidated damages for each calendar day, or partial day thereof, that the work is not fully completed. The minimum applicable rate of liquidated damages shall be as defined in the table below.

Schedule of Deductions for Each Day of Overrun in Contract Time, Original Contract Amount		
From (\$)	To, and including (\$)	Assessment, per Day (\$)
0	25,000	475
25,001	50,000	475
50,001	100,000	500
100,001	500,000	700
500,001	1,000,000	950
1,000,001	2,000,000	1,100
2,000,001	3,000,000	1,225
3,000,001	4,000,000	1,625
4,000,001	5,000,000	2,025

5,000,001	6,000,000	2,425
6,000,001	7,000,000	2,825
7,000,001	8,000,000	3,225
8,000,001	9,000,000	3,625
9,000,001	10,000,000	4,025
10,000,001	70,000,000	4,300

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$500** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

4.0 Liquidated Damages for Specified Road User Costs Associated with Failure to Meet Construction Milestones. Should the contractor fail to complete the established construction milestones, the contractor will be charged liquidated damages for Daily Road User Costs in the amount of \$5,400 per Calendar Day for each calendar day, or partial day thereof, that the work is not fully completed. Established construction milestones are defined in JSP “J - Liquidated Damages Specified JSP-93-28”. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. Work Zone Traffic Management

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The

report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

1.2 Work Zone Deficiencies. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review at the preconstruction conference which shall be prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

2.2 The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

2.5.1 Traffic Safety.

2.5.1.1 Recurring Congestion. Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.1.2 Non-Recurring Congestion. When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

3.0 Work Restrictions.

3.1 There are seven holiday periods shown below. All active lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless approved by the Engineer.

Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving
Christmas
New Year's Day

3.2 The contractor shall not perform any construction operation on the active lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 Closures shall be completed in the times specified within Section J "Liquidated Damages Specified JSP-93-28".

4.0 Detours and Lane Closures.

4.1 When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. The CMS shall be capable of communication with the Transportation Management Center (TMC), if applicable, prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

5.0 Adjustments to Traffic Control Plans.

5.1 The Contractor shall utilize the traffic control plan provided within the contract plans. The plans are to be considered a minimum representation of the measures to be taken. Any additional traffic control plans, signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic including flagmen and other personnel necessary to provide the required traffic control shall be provided at no additional cost.

5.2 Construction operations shall be coordinated to result in the least practicable delay to traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Access to adjoining businesses and residences will be maintained at all times.

5.3 The Owner reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

5.4 Barricades and/or signs shall not be removed from a sidewalk until sidewalk is acceptable to be fully opened to traffic. Such determination will be made by the Engineer or his representative in the field.

5.5 All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) pertaining to traffic controls for street and highway construction. Sign Sizes are to be, at minimum, as defined within the MUTCD for the applicable Roadway type

6.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

D. Emergency Provisions and Incident Management JSP-90-11A

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire, or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol (800-525-5555)
City of Liberty
Fire: 816-439-4310
Police: 816-439-4701

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of

construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions

E. Supplemental Revisions JSP-18-01BB

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as defined in MoDOT’s State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

3.1 Hold Point. Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

5.1 Liquidated Damages. If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

Delete Sec 106.9 in its entirety and substitute the following:

106.9 Buy America Requirements.

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

106.9.2 Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

106.9.3 "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

106.9.4 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

106.9.4.1 Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

106.9.4.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

106.9.4.3 Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America

Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

106.9.5 When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.

"The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project." The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

106.9.7.1 Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

106.9.7.2 Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

F. Quality Management NJSP-15-22

1.0 Quality Management. The contractor shall provide Quality Management as specified herein to ensure the project work and materials meets or exceeds all contract requirements.

1.1 The contractor shall provide Quality Control (QC) of the work and material, as specified herein, to ensure all work and material is in compliance with contract requirements. QC staff shall perform and document all inspection and testing. The QC inspectors and testers may be employed by the contractor, sub-contractor, or a qualified professional service provided by the contractor.

1.2 The engineer will provide Quality Assurance (QA) inspection. The role of QA is to verify the performance of QC and provide confidence that the product will satisfy given requirements for quality.

1.3 The contractor shall designate a person to serve as the project Quality Manager (QM). The QM shall be knowledgeable of standard testing and inspection procedures for highway and bridge construction, including a thorough understanding of the Missouri Standard Specifications. The QM shall be responsible for the implementation and execution of the Quality Management Plan and shall oversee all QC responsibilities, including all sub-contract work. The QM shall be the primary point of contact for all quality related issues and responsibilities, and shall ensure qualified QC technicians and inspectors are assigned to all work activities. The QM should be separate from the manager of the work activities to effectively manage a QC program.

1.4 Any QC personnel determined in sole discretion of the engineer to be incompetent, derelict in their duties, or dishonest, shall at a minimum be removed from the project. Further investigation will follow with a stop work notification to be issued until the contractor submits a corrective action report that meets the approval of the engineer.

2.0 Quality Management Plan. The contractor shall develop, implement and maintain a Quality Management Plan (QMP) that will ensure the project quality meets or exceeds all contract requirements, and provides a record for acceptance of the work and material. A sample QMP, which shows minimum requirements, is provided on the MoDOT website at: www.modot.org/quality.

2.1 The QMP shall address all QC inspection and testing requirements of the work as described herein. A draft QMP shall be submitted to the Resident Engineer for review at least two weeks prior to the pre-construction conference. An approved QMP is required at least two weeks prior to the start of work, unless otherwise allowed by the engineer. Physical work on the project shall not begin prior to approval of the QMP by the engineer.

2.2 The approved QMP shall be considered a contract document and any revisions to the QMP will require approval from the engineer.

2.3 The following items shall be included in the Quality Management Plan:

- a) Organizational structure of the contractor's project management, production staff, and QC staff, specific to this project.
- b) Name, qualifications and job duties of the Quality Manager.
- c) A list of all certified QC testers who will perform QC duties on the project, including sub-contract work, and the tests in which they are certified.
- d) A list of all QC inspectors who will perform QC inspection duties on the project, including sub-contract work, and the areas of inspection that they will be assigned.
- e) A procedure for verifying documentation is accurate and complete as outlined in Section 3.
- f) A procedure describing QC Inspections as outlined in Section 4.
- g) A procedure describing QC Testing, as outlined in Section 5, including a job specific Inspection and Test Plan (ITP).
- h) A procedure describing Material Receiving as outlined in Section 6.
- i) A list of Hold Points that are not included in the checklist forms, as outlined in Section 8.
- j) A procedure for documenting and resolving Non-Conforming work as outlined in Section 9.
- k) A procedure for tracking and documenting revisions to the QMP.
- l) A list of any approved changes to the Standard Specifications or ITP, including a reference to the corresponding change order.
- m) Format for the Weekly Schedule and Work Plans as outlined in Section 10, including a list of activities that will require pre-activity meetings.

3.0 Project Documentation. The contractor shall establish a Document Control Procedure for producing and uploading the required Quality Management documents to a MoDOT-provided server. The document management software used by MoDOT is Microsoft SharePoint®. Contractors do not need to purchase Microsoft SharePoint®, however, it is recommended that new users acquire some basic training to better understand how to use this software. MoDOT does not provide the software training, but there are several online vendors who do. Contractors are required to use Microsoft Excel® and Microsoft Word® with some documents.

3.1 The contractor shall utilize the file structure and file naming convention provided by MoDOT. A sample file structure is available on the MoDOT website.

3.2 Documents (standard forms, reports, and checklists) referenced throughout this provision are considered the minimum documentation required. They shall be obtained from MoDOT at the following web address: www.modot.org/quality. The documents provided by MoDOT are required to be used in the original format, unless otherwise approved by the engineer. Any alteration to these forms shall be approved by the engineer.

3.3 Timely submittal of the required documents to the MoDOT document storage location is essential to ensure payment can be processed for the completed work. Submittal of the documents is required within 12 hours of the work shift that the work was performed, or on a document-specific schedule approved by the engineer and included in the QMP.

3.4 The contractor shall establish a verification procedure that ensures all required documents are submitted to the engineer within the specified time, and prior to the end of each pay period for the work that was completed during that period. Payment will not be made for work that does not include all required documents. Minimum documents that might be required prior to payment include: Test Reports, Inspection Checklists, Materials Receiving Reports, and Daily Inspection Reports.

3.5 The contractor shall perform an audit at project closeout to ensure the final collection of documents is accurate and complete.

4.0 Quality Control Inspections. The QMP shall identify a procedure for performing QC inspections. QC inspections shall be performed for all project activities to ensure the work is in compliance with the contract, plans and specifications.

4.1 The QM shall identify the QC inspectors assigned to each work activity. The QC inspectors shall inspect the work to ensure the work is completed in accordance with the plans and specifications, and shall document the inspection by completing the required inspection checklists, forms, and reports provided by MoDOT. Depending on the type of work, the checklists may be necessary daily, or they may follow a progressive work process. The frequency of each checklist shall be stated in the QMP. The contractor may propose alternate versions of checklists that are more specific to the work.

4.2 A Daily Inspection Report (DIR) is required to document pertinent activity on the project each day. This report shall include a detailed diary that describes the work performed as well as observations made by the inspection staff regarding quality control. The report shall include other items such as weather conditions, location of work, installed quantities, tests performed, and a list of all subcontractors that performed work on that date. The report shall include the full name of the responsible person who filled out the report and shall be digitally signed by an authorized contractor representative.

4.3 External fabrication of materials does not require further QC inspection if the product is currently under MoDOT inspection or an approved QC/QA program. QC inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor.

4.4 The contractor shall measure, and document on the DIR, the quantity for all items of work that require measurement. Any calculations necessary to support the measurement shall be included with the documentation. The engineer will verify the measurements prior to final payment.

5.0 Quality Control Testing. The QMP shall identify a procedure for QC testing. The contractor shall perform testing of the work at the frequency specified in the Inspection and Test Plan (ITP).

5.1 MoDOT will provide a standard ITP and the contractor shall modify it to include only the items of work in the contract, including adding any Job Special Provision items. The standard ITP is available on the MoDOT website at www.modot.org/quality. The contractor shall not change the specifications, testing procedures, or the testing frequencies, from the standard ITP without approval by the engineer and issuance of a change order.

5.2 Test results shall be recorded on the standard test reports provided by the engineer, or in a format approved by the engineer. Any test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report.

5.3 The contractor shall ensure that all personnel who perform sampling and/or testing are certified by the MoDOT Technician Certification Program or a certification program that has been approved by MoDOT for the sampling and testing they perform.

5.4 If necessary, an independent third party will be used to resolve any significant discrepancies between QC and QA test results. All dispute resolution testing shall be performed by a laboratory that is accredited in the AASHTO Accreditation Program in the area of the test performed. The contractor shall be responsible for the cost to employ the third party laboratory if the third party test verifies that the QA test was accurate. The Commission shall be responsible for the cost if the third party test verifies that the QC test was accurate.

6.0 Material Receiving. The QMP shall identify a procedure for performing material receiving. Standard material receiving forms will be provided by the engineer.

6.1 The procedure shall address inspections for all material delivered to the site (excluding testable material such as concrete, asphalt, aggregate, etc.) for general condition of the material at the time it is delivered. The material receiving procedure shall record markings and accompanying documentation indicating the material is MoDOT accepted material (MoDOT-OK Stamp, PAL tags, material certifications, etc.).

6.2 All required material documentation must be present at the time of delivery. If the material is not MoDOT accepted, the contractor shall notify the engineer immediately and shall not incorporate the material into the work.

7.0 Quality Assurance. The engineer will perform Quality Assurance inspection and testing (QA) to verify the performance of QC inspection and testing. The frequency of the QA testing will be as shown in the ITP, but may be more frequent at the discretion of the engineer. The engineer will record the results of the QA testing and inspection and will inform the contractor of any known discrepancies.

7.1 QA is responsible for verifying the accuracy of the final quantity of all pay items in the contract. This includes taking measurements on items that require measurement and other items that are found to have appreciable errors.

7.2 QA inspection and test results shall not be used as a substitute for QC inspection and testing.

7.3 QA will be available for Hold Point inspections at the times planned in the Weekly Schedule. The inspections may be re-scheduled as needed, but a minimum 24-hour advance notification from the contractor is required unless otherwise approved by the engineer.

8.0 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when the succeeding work depends on a QA review of the preceding work before work can continue.

8.1 A list of minimum Hold Points will be provided by the engineer and shall be included in the QMP. The engineer may make changes to the Hold Point list at any time.

8.2 Prior to all Hold Point inspections, QC shall provide the engineer with the Daily Inspection Reports, Inspection Checklists, Test Reports, and Material Receiving Reports for the work performed leading up to the Hold Point. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection.

9.0 Non-Conformance Reporting. Non-conformance reports shall be issued by the contractor for work that does not meet the contract requirements. Non-conforming work includes work, testing, materials and processes that do not meet contract requirements. The contractor shall establish a procedure for identifying and resolving non-conforming work as well as tracking the status of the reports.

9.1 Contractor QC staff or production staff should identify non-conforming work and document the details on the Non-Conformance Report form provided by MoDOT. QA staff may also initiate a non-conformance report.

9.2 In-progress work that does not meet the contract requirements may not require a non-conformance report if production staff is aware of the issue and corrects the problem during production. QC or QA may issue a non-conformance report for in-progress work when documentation of the deficiency is considered beneficial to the project record.

9.3 The contractor shall propose a resolution to the non-conforming work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

9.4 For recurring non-conformance work of the same or similar nature, a written Corrective Action Request will be issued by QC or QA. The contractor shall then establish a procedure for tracking the corrective action from issuance of the request to implementation of the solution. Approval from the engineer is required prior to implementation of the proposed corrective action. The contractor shall notify the engineer after the approved corrective action has been implemented.

10.0 Work Planning and Scheduling. The contractor shall include Quality Management in all aspects of the work planning and scheduling. This shall include providing a Weekly Schedule, a Work Plan for each work activity, and holding pre-activity meetings for each new activity.

10.1 A Weekly Schedule shall be provided to the engineer each week that outlines the planned project activities for the following two-week period. This schedule shall include all planned work, identification of all new activities, traffic control events, and requested Hold Point inspections for

the period. Planned quantity of materials, along with delivery dates should also be included in the schedule.

10.2 A Work Plan shall be submitted to the engineer at least one week prior to the pre-activity meeting. The Work Plan shall include the following: a safety plan, list of materials to be used, work sequence, defined responsibilities for QC testing and inspection personnel, and stages of work that will require Hold Point inspections.

10.3 A pre-activity meeting is required prior to the start of each new activity. The purpose of this meeting is to discuss details of the Work Plan and schedule, including all safety precautions. Those present at the meeting shall include: the production supervisor for the activity, the Quality Manager, QC inspection and testing staff, and QA. The Quality Manager will review the defined responsibilities for QC testing and inspection personnel and will address any quality issues with the production staff. Attendees may join the meeting in person or by phone or video conference.

11.0 Basis of Payment. Payment for all costs associated with developing, implementing and maintaining the Quality Management Plan, providing Quality Control inspection and testing, and all other costs associated with this provision, will be considered included in the unit price of each contract item. No direct pay will be made for this provision

G. Restrictions for Migratory Birds NJSP-16-06A

1.0 Description. Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be repaired under this contract.

2.0 Restrictions. To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

3.0 Avoidance Measures. The contractor shall not disturb active nests or destroy adults, eggs or young birds. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.

3.1 Inactive or Partially Constructed Nests. If nests are present and MoDOT determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

3.2 Water and Equipment Used for Hydro cleaning. Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasives, these species can be

introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through MoDOT projects in Missouri streams and lakes, the following precautions shall be followed.

3.2.1 Use of Water from Streams, Lakes or Ponds. Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.

3.2.1.1 Equipment Washing. Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120° F) water, for at least one minute.

3.2.1.2 Equipment Treating or Drying. Equipment shall be treated or dried in one of the following manners.

3.2.1.2.1 Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Sec 806.

3.2.1.2.2 Equipment interior and/or other surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces. 140 ° F water must also be run through all intake lines and hoses, to purge any standing water.

3.2.1.2.3 Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.

3.2.2 Prior to use of equipment, contractors shall provide the MoDOT inspector written documentation of the equipment's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

3.3 Active Nests. The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.

4.0 Additional Responsibilities. If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the

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contractor shall notify the Resident Engineer and contact the MoDOT Environmental Section (573-526-4778) to determine if there are other allowable options.

H. Johnson Grass Control JSP-89-01

1.0 Description. In compliance with Sec 107.1, the control of Johnson Grass within the entire right of way shall be the responsibility of the contractor. The contractor shall take such measures as necessary to prevent Johnson Grass growing on the right of way from reaching a stage of maturity conducive to reinfestation. The control of Johnson Grass shall be the responsibility of the contractor for as long as the contract for the work is in effect. However, on any section of work 1 mile [1.6 kilometers] or more in length which has been accepted in its entirety by the engineer for maintenance, the contractor shall not be responsible for Johnson Grass control.

2.0 Mowing. Mowing operations conducted as a control measure shall be performed when the grass has reached a height of from 12 inches to 15 inches [300 mm to 375 mm]. The contractor shall mow infested areas as often as necessary to control the dissemination and regrowth. In the event a noxious material is used as a control measure, the contractor shall exercise every precaution to avoid contaminating vegetation on abutting property. The contractor shall be liable for any claims resulting from damaged vegetation outside the right of way.

3.0 Basis of Payment. No direct payment will be made to the contractor for the cost of this work.

I. Project Contact for Contractor/Bidder Questions

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Joshua Martinez, I.E., Project Contact
Capital Projects Engineer
101 East Kansas Street
Liberty, MO 64068

Telephone Number: 816-439-4502
Email: jmartinez@libertymo.gov

J. Liquidated Damages Specified JSP-93-28

1.0 Description. If the closures specified in section 1.1 are not complete and open to traffic within the specified calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages as specified in section B.4.0 of the Job Special

Job No.: STBG-3392(407)
Route: 291
County: Clay

Provisions. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

1.1 Specified Closure time

- a. Construction of Stewart Road shoulder return pavement in Phase 1A, resulting in the closure of northbound Stewart Road, shall be completed in no more than three fourteen calendar days.
- b. Construction of the Blue Jay Dr. work defined in Phase I, shall be completed in no more than fourteen calendar days.
- c. Construction of the College St. work defined in Phase I, shall be completed in no more than fourteen calendar days.
- d. Construction of the driveway work defined in Phase I, shall be completed in no more than fourteen calendar days.
- e. Construction of the driveway work defined in Phase II, shall be completed in no more than fourteen calendar days.
- f. Construction of the Forest Ave. and College St. work defined in Phase II, shall be completed in no more than fourteen calendar days.
- g. Construction of the Landmark Ave. work defined in Phase II, shall be completed in no more than fourteen calendar days.

- 1.2 The said liquidated damages specified will be assessed regardless of whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

K. Utilities

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T Distribution Mark Manion Phone: (314)275-0020 Email: mm256T@att.com	Yes Section 2.1	Communications
BUCKEYE PIPELINE LP David Jones Phone: (618)255-2258 Email: dajones@buckeye.com Email: encroachmentreviews@buckeye.com	None	Liquefied Petroleum
CITY OF LIBERTY Andy Noll Phone: (816)439-4507 Email: andynoll@libertymo.gov	Yes Section 2.2	Sanitary Sewer, Storm Sewer, Water

EVERGY Carter Stefanovski Email: carter.stefanovski@evergy.com	Yes Section 2.5	Power
GOOGLE FIBER Lauren Marcucci Phone: (913)486-5018 Email: lmarcucci@google.com Email: kc-google-uc@google.com	None	Communications
LUMEN Richard Redel Phone: (877)366-8344 Email: richard.redel@lumen.com	None	Communications
MCI Phone: (800)289-3427 Email: N/A	None	Communications
SPECTRUM Beatrice Bernal Phone: (913)660-2487 Email: beatrice.bernal@charter.com Christine Avrett Email: christine.avrett@charter.com	Unknown	Communications
SPIRE MO WEST Chris Collins Phone: (816)969-2298 Email: chris.collins@spireenergy.com	Yes Section 2.4	Gas
UNITE PRIVATE NETWORKS Steve Morgan Phone: (816)368-9039 Email: steve.morgan@upnfiber.com	None	Communications

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

1.4 Prior to beginning work, the contractor shall request locates from Missouri One Call.

2.0 Project Specific Provisions:

2.1 AT&T DISTRIBUTION

Proposed storm sewer installation will require the relocation of fiber vault, fiber marker and fiber line on the east side of Route 291, from approximately station 526+25 to approximately station 527+62. The relocation will be completed prior to the notice to proceed.

Proposed grading along the east side of Route 291, from approximately station 540+50 to station 543+05 may require adjustment of fiber line. The contractor shall coordinate with the AT&T representative in the field to ensure proper cover and to avoid damage to the line.

Proposed storm sewer installation will require the relocation of fiber line on the east side of Route 291, from approximately station 543+05 to station 543+86. The relocation will be completed prior to the notice to proceed.

Proposed grading along the east side of Route 291, from approximately station 543+86 to station 547+70 may require adjustment of fiber line. The contractor shall coordinate with the AT&T representative in the field to ensure proper cover and to avoid damage to the line.

Proposed grading on the east side of Route 291 will require the fiber vault near station 544+98 to be adjusted to match proposed grade. The contractor shall coordinate with the AT&T representative in the field for proper adjustment details.

Proposed storm sewer installation may require the relocation of fiber line on the east side of Route 291, near station 547.87. The contractor shall coordinate with the AT&T representative in the field to verify exact location prior to construction.

Proposed removal of storm sewer headwall will require the relocation of fiber line on the east side of Route 291, near station 550+68. The relocation will be completed prior to the notice to proceed.

2.2 CITY OF LIBERTY

Proposed storm sewer installation will require the adjustment of water main on the east side of Route 291, near station 531+49. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Water main on the east side of Route 291 from approximately station 540+40 to station 541+75 will need to be potholed prior to grading operations to verify proper cover and to verify field location of line.

Proposed grading on the east side of Route 291 will require the fire hydrant and valve near station 541+66 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed grading on the east side of Route 291 will require the water valves near station 541+87 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed grading on the west side of Route 291 will require the water valve cluster near station 541+96 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water main on the west side of Route 291, near station 542+86. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed grading on the west side of Route 291 will require the water valve cluster near station 543+98 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water line on the west side of Route 291, near station 543+98. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water main on the west side of Route 291, near station 545+80. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water main on the west side of Route 291, near station 547+92. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation may require the adjustment of water line on the east side of Route 291, near station 548+68. The contractor shall coordinate with the City representative in the field to verify exact location prior to construction.

Proposed storm sewer installation will require the adjustment of water line on the east side of Route 291, near station 548+93. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed curb and sidewalk on the west side of Route 291 will require fire hydrant and water valve cluster near stations 548+84 and 548+91 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water line on the west side of Route 291, near station 550+04. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed sidewalk on the west side of Route 291 will require fire hydrant and valve near station 551+70 to be adjusted to match proposed grade. Construction operations may also require relocation of hydrant. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed curb on the west side of Route 291 will require the relocation of water valve cluster near station 552+37. The contractor shall coordinate with the City representative in the field for proper relocation details.

2.3 Spectrum

Spectrum will need to verify and locate any affected facilities prior to construction operations for this projects, to determine if any conflicts exist.

2.4 SPIRE MO WEST

Proposed curb and sidewalk on the east side of Route 291 will require gas line marker near station 526+06 to be adjusted to match proposed grade. The contractor shall coordinate with the Spire representative in the field for proper adjustment details

Proposed storm sewer installation will require the adjustment of 4" gas main on the west side of Route 291, near station 542+87. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of 4" gas main on the west side of Route 291, near station 545+80. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of 4" gas main on the west side of Route 291, near stations 547+90 and 548+03. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of 4" gas main on the east side of Route 291, near station 547+98. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of 4" gas main on the west side of Route 291, near station 550+01. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation may require the relocation of 4" gas main on the west side of Rout 291, from approximately station 551+09 to approximately station 552+25. The contractor shall coordinate with the Spire representative in the field to verify exact location prior to construction.

2.5 Evergy

Proposed storm sewer installation will require the relocation of guy anchor on the west side of Route 291, near station 552+21. The relocation will be completed prior to the notice to proceed.

L. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

www.modot.org/business/contractor_resources/forms.htm

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-

compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

M. Group B Reinforced Concrete Pipe Culvert

1.0 Description. This work shall consist of furnishing horizontal elliptical reinforced concrete pipe culvert, laid upon a bed, and backfilled as specified on the plans or as directed by the engineer. This work shall be in accordance with Sec 726 and accompanying provisions except as modified herein.

2.0 Material. All material, unless specified otherwise in this specification, shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
REINFORCED CONCRETE ELLIPTICAL CULVERT PIPE	1034

3.0 Construction Requirements. The construction requirements shall conform to Sec 726.3.

4.0 Method of Measurement. The quantities will be paid for in accordance with Section 724.4.

5.0 Basis of Payment. Section 724.5 is supplemented by the following.

The cost of all materials, labor and equipment necessary for the complete in place installation shall be included in the unit bid price for:

725-99.03, 44 IN. X 72 IN. ELLIPTICAL PIPE GROUP B

N. APWA Storm Sewer Structures

1.0 Description. This work shall consist of the construction of APWA Storm Sewer Structures. All work shall be in accordance with the effective edition as of March 3, 2020 of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA) Standard

Specifications Section 2600.

2.0 Materials. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item Section

Precast Drainage Units: Sec. 1033

Reinforcing Steel for Concrete: Sec. 1036

2.1 All concrete, except that portion placed monolithic with paved surfaces, shall be Class B. Concrete for inverts shall be either Class B or concrete of a commercial mixture in accordance with [Sec 501](#). Material, proportioning, mixing, slump and transporting shall be in accordance with [Sec 501](#). Concrete shall be placed, finished and cured in accordance with [Sec 703](#).

2.2 Steps for concrete manholes and inlets may be cast iron, aluminum alloy or polypropylene plastic coated reinforcing steel. The portion of the step to be embedded in the concrete shall have a configuration that will prevent any pullout. These steps shall withstand a single concentrated load of 300 pounds without distortion on that portion protruding from the wall. The minimum width of rungs or cleats shall be 10 inches and shall be shaped to prevent the foot from slipping off the side. The step shall project a minimum distance of 4 inches from the wall of the riser or cone section measured from the point of embedment. The steps shall be embedded a minimum distance of 3 inches and shall be spaced vertically at a maximum distance of 16 inches.

2.3 The steel inlet frame, ring and cover shall be in accordance with the plan details and the effective edition as of March 3, 2020 of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA) Standard Specifications Section 2600.

3.0 Method of Measurement. The APWA Storm Sewer Structures shall be measured per each.

4.0 Basis of Payment. Accepted construction of the APWA Storm Sewer Structures will be paid for at the contract unit price bid for item:

731-99.02, APWA TYPE 2 CURB INLET 6 FT X 4 FT

731-99.02, TYPE 1 CURB INLET 11 FT X 5 FT

731-99.02, FIELD INLET 5 FT X 5 FT

731-99.02, APWA JUNCTION BOX 4 FT X 4 FT

731-99.02, APWA JUNCTION BOX 6 FT X 6 FT

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

O. Curb and Grate Inlet

1.0 Description. This work shall consist of the construction of the curb and grate inlets. All work shall be in accordance with the plan details.

1.1 The contractor shall provide shop drawings for all precast components to be approved by the engineer before they are ordered. Shop drawings shall be signed and sealed by a professional engineer registered in the State of Missouri.

2.0 Materials. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item Section

Precast Drainage Units: Sec. 1033

Reinforcing Steel for Concrete: Sec. 1036

2.1 All concrete, except that portion placed monolithic with paved surfaces, shall be Class B. Concrete for inverts shall be either Class B or concrete of a commercial mixture in accordance with [Sec 501](#). Material, proportioning, mixing, slump and transporting shall be in accordance with [Sec 501](#). Concrete shall be placed, finished and cured in accordance with [Sec 703](#).

2.2 Steps for concrete manholes and inlets may be cast iron, aluminum alloy or polypropylene plastic coated reinforcing steel. The portion of the step to be embedded in the concrete shall have a configuration that will prevent any pullout. These steps shall withstand a single concentrated load of 300 pounds without distortion on that portion protruding from the wall. The minimum width of rungs or cleats shall be 10 inches and shall be shaped to prevent the foot from slipping off the side. The step shall project a minimum distance of 4 inches from the wall of the riser or cone section measured from the point of embedment. The steps shall be embedded a minimum distance of 3 inches and shall be spaced vertically at a maximum distance of 16 inches.

2.3 The curb inlet frame and grate shall be in accordance with the plan details.

3.0 Method of Measurement. The curb and grate inlet shall be measured per each.

4.0 Basis of Payment. Accepted construction of the curb and grate inlet will be paid for at the contract unit price bid for item:

731-99.02, Double Curb and Grate Inlet 6 ft x 3 ft, per each

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

P. MoDOT Traffic Signals

1.0 Description. This work shall consist of the construction/modification of two traffic signals which are to be maintained by MoDOT. The MoDOT maintained signals are located at the following intersections:

Route 291 and Blue Jay Drive
Route 291 and College Street/Forest Avenue

All work shall be in accordance with the effective edition of the Missouri Standard Specifications for Highway Construction, Section 902.

2.0 Materials. All materials shall be in accordance with the effective edition of the Missouri Standard Specifications for Highway Construction, Section 1000

3.0 Method of Measurement and Basis of Payment. MoDOT Traffic Signals will be measured and paid for according to the bid item descriptions listed below:

3.01 Cable or Wiring

- A. Final measurement will not be made except for authorized changes in construction or where appreciable errors are found in the contract quantity. Where required, measurement of conduit will be made to the nearest linear foot as shown on the plans. The revision or correction will be computed, and added to or deducted from the contract quantity.
- B. Payment for cable or wiring shall be based on the contract unit price per linear foot, per type or size of cable or wiring. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, connectors, splicing, hardware, termination and tags, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-81.00, Cable, 10 AWG 1 Conductor, Pole and Bracket, per linear foot
902-82.02, Cable, 2 AWG 1 Conductor, Power, per linear foot
902-83.08, Cable, 16 AWG 2 Conductor, per linear foot
902-83.10, Cable, 16 AWG 5 Conductor, per linear foot
902-83.11, Cable, 16 AWG 7 Conductor, per linear foot
902-99.03, Cable, 6 AWG 1 Conductor, Ground, per linear foot
902-99.03, Cable, 8 AWG 1 Conductor, Lighting Control, per linear foot

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

3.02 Conduit

- A. Final measurement will not be made except for authorized changes in construction or where appreciable errors are found in the contract quantity. Where required, measurement of conduit will be made to the nearest linear foot as shown on the plans. The revision or correction will be computed, and added to or deducted from the contract quantity.
- B. Payment for conduit shall be based on the contract unit price per linear foot, per type or size of conduit. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, jointing, bends and fittings, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-52.00 Conduit, 2 in., Trench with Tracer Wire, per linear foot
902-53.00 Conduit, 3 in., Trench with Tracer Wire, per linear foot

902-54.00 Conduit, 4 in., Trench with Tracer Wire, per linear foot
902-74.00 Conduit, 4 in., Pushed with Tracer Wire, per linear foot

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.
- D. No separate measurement and payment will be made for the method (i.e. hand digging, plowing, trenching or boring) of conduit installation, and no separate payment will be made for installation in rock.

3.03 Foundations

- A. Final measurement will be based on each completed and installed item.
- B. Payment for foundations will be paid for at the contract unit price, per type or size of foundation. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, excavation and disposal of material, anchor bolts, reinforcing steel, ground rods, ground wire, clamps and any backfill material, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-91.00, Base, Concrete per cubic yard

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.
- D. No separate payment will be made for bases installed in rock.

3.04 Luminaires

- A. Final measurement will be based on each completed and installed item.
- B. Payment for luminaires shall be based on the contract unit price per each, per type of luminaire. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-26.51, Luminaire LED-A, 120 Volt Compatible, per each

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

3.05 Pull or Junction Boxes

- A. Final measurement will be based on each completed and installed item.

- B. Payment for pull boxes shall be based on the contract unit price per each, per type or size of pull box. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, covers and concrete pads, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-88.11, Pull Box, Preformed Class 1, per each
902-88.12, Pull Box, Preformed Class 2, per each
902-88.13, Pull Box, Preformed Class 3, per each

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

3.06 Push Button Detectors & Accessible Pedestrian Signals

- A. Final measurement will be based on each completed and installed item.

- B. Payment for push button detectors and accessible pedestrian signals shall be based on the contract unit price per each. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-49.20, Detector, Pushbutton, per each
902-49.20, Accessible Pedestrian Signal, per each

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

3.07 Video Detection System

- A. Final measurement will be based on each completed and installed system.

- B. Payment for video detection system shall be based on the contract unit price per each intersection. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, sensors, mounting equipment, cables, detector cards and software, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-49.75, Video Detection System, per each

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

3.08 Secondary Service Enclosures

- A. Final measurement will be based on each completed and installed assembly.

- B. Payment for secondary service enclosures shall be based on the contract unit price per each. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, cabinet, hardware, panels, switches, circuit breakers, photoelectric cells, and wiring, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-86.21, Power Supply Assembly, Type-2 with 120V Lighting Control Cabinet, per each

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

3.09 Traffic Signal Controller and Cabinet Equipment

- A. The traffic signal controller will be provided and configured by MoDOT for the contractor to install. There will be no payment made for the traffic signal controller. All other equipment for the complete signal cabinet assembly is to be furnished and installed by the contractor. Cabinet equipment includes, but is not limited to; hardware, panels, switches, controllers, flashers, connectors, and wiring, as required by the drawings and specifications.

- B. All expenses incurred by the contractor by reason of their compliance with this provision shall be subsidiary to:

902-99.02, TS2/EV Cabinet Assembly (Without Controller), per each

- C. See JSP "Q" for information related to traffic signal cabinet requirements.

3.10 Traffic Signal Heads

- A. Final measurement will be based on each completed and installed item.

- B. Payment for traffic signal heads shall be based on the contract unit price per each, per type of head. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, backplates, visors, brackets and mounting hardware, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):

902-02.15, Signal Head, Type 5S, per each

902-05.13, Signal Head, Type 3B, per each

902-05.14, Signal Head, Type 4B, per each

902-08.11, Signal Head, Type 1S, Pedestrian, per each

- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

3.11 Traffic Signal Poles

- A. Final measurement will be based on each completed and installed item.
- B. Payment for traffic signal poles shall be based on the contract unit price per each, per size and type of pole and arm(s). Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, mast arms, bracket arms, pole caps and covers, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):
- 902-27.08, Post, Signal 8 Ft., per each
902-31.30, Post, Type CL, 30 Ft. Arm or 9.1 M Arm, per each
902-31.45, Post, Type CL, 45 Ft. Arm or 13.7 M Arm, per each
- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

3.12 Traffic Signal Signs

- A. Final measurement will be based on the nearest 1/10 square foot of each sign face area, and to the nearest square foot for the total of the completed and installed item.
- B. Payment for signs shall be based on the contract unit price per square foot. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item including, but not limited to, sign blanks, sheeting, brackets and mounting hardware, as required by the drawings and specifications. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered completely covered by the unit price bid for item(s):
- 902-08.33, SH-Flat Sheet – Signal Sign, per square foot
902-08.34, Signal Sign, Mounting Hardware, per square foot
- C. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

Q. TS2/EV Cabinet Assembly (Without Controller)

1.0 Description. The cabinet assembly shall meet, as a minimum, all applicable sections of the latest revisions as found in the NEMA TS2 Standard Publication and sections 902 and 1092 of the Missouri Standard Specifications for Highway Construction Manual. Where differences occur, this specification shall govern.

2.0 Materials.

2.1 EV Cabinet. The cabinet shall be constructed from aluminum with a minimum thickness of 0.125 inches. The cabinet shall be designed and manufactured with materials that will allow rigid mounting, whether intended for pole, base or pedestal mounting. All mounting points where the cabinet is bolted to the foundation shall be reinforced at the factory by welding in an

additional layer of material equal to the thickness of the material that the cabinet is constructed from. Triangular gussets are also required when the base plate and cabinet walls are welded together vs. continuous rolled material. A rain channel shall be incorporated into the design of the main door opening to prevent liquids from entering the enclosure. All external hardware shall be stainless steel. The cabinet exterior shall be supplied with a natural aluminum finish. Unless otherwise specified, the interior of the cabinet shall be white. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blowholes and other irregularities. All sharp edges shall be ground smooth. The cabinet shall be equipped with (2) lifting brackets for installation and removal purposes.

2.2 Cabinet Doors. The cabinet shall include front and rear doors of NEMA type 3R construction with rain tight gaskets. A stiffener plate shall be welded across the inside of the main door to prevent flexing. Doors shall include a mechanism capable of holding the door open at approximately 90 and 165 degrees under windy conditions. Manual placement of the mechanism shall not be required by field personnel. Only the main door shall have ventilation louvers. A plaque designation "Traffic Control" shall be affix to each main cabinet door.

2.3 Door Alarm. The front and rear doors shall be equipped with switches wired to the traffic signal controller alarm with 1 input for logging and reporting of a door open condition.

2.4 Shelves. No less than (2) shelves shall be provided and each shall have the ability to be independently removed, relocated, and adjusted. The front edge of each shelf shall have holes predrilled at a spacing of no greater than 8 inches to accommodate tie-wrapping to secure cables/harnesses.

2.5 Mounting Rails. A minimum of one set of vertical "C" channels shall be mounted on each interior wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. All mounting rails shall extend to within 7 inches of the top and bottom of the cabinet.

2.6 Pull-out Drawer. The cabinet shall be equipped with a pull-out drawer/shelf assembly. A 1½ inch deep drawer shall be provided in the cabinet, mounted directly beneath the controller support shelf. The drawer shall have a hinged top cover and shall be capable of accommodating one complete set of cabinet prints and manuals. This drawer shall support 50 pounds in weight when fully extended. The drawer shall open and close smoothly. The drawer dimensions shall make maximum use of available depth offered by the controller shelf and be a minimum of 18 inches wide.

2.7 Police Door. The police door shall contain only (1) switch used for flash/auto operations. The ability to turn field indications off from the police panel will not be permitted.

2.8 Lighting. The cabinet shall include no less than (3) field replaceable LED light assemblies along the top and sides of the cabinet. The LED panels shall be controlled by a manually activated toggle switch on the tech panel.

2.9 Fans/Ventilation. The components of the system as well as the CFM requirements shall be in compliance with the MoDOT 902 & 1092 specifications.

2.10 Heater. The cabinet shall be supplied with a 200-Watt fan heater with thermostat control that is designed to protect electronics from the effects of low temperatures such as corrosion,

freezing or condensation, which can damage critical components within a control enclosure. Housing shall be constructed of aluminum. Overall dimensions including mounting areas shall be approximately: 4-inch depth, 4 inch width, 5.50 inch height.

2.11 Switch Guards. All switches shall include switch guards. All switches shall be clearly labeled.

2.12 Receptacles and power strip(s). One 8-outlet IP addressable industrial surge protected power strip shall be provided. The installation of the power strip shall be included in the cost of the cabinet assembly. The main door tech panel shall contain a 15-amp duplex GFI receptacle. A separate grounded service outlet shall be provided in the controller cabinet for supplying power to the video detection monitor. The monitor shall be installed to automatically power on when the cabinet door is opened and automatically power off when the cabinet door is closed. The use of the grounded service outlet located on the cabinet door will not be permitted for this function. A manual on/off switch shall also be provided and mounted to the main door tech panel.

2.13 16-Position Back Panel Wiring. All new signal cabinets shall have a 16-position load switch back panel and conform to the following specifications. Regardless of the number of phases specified on the plans, all load switch positions shall be completely wired for use. The load switch back panel shall be configured for NEMA Configurations designated on the signal plans. All wiring of FYA should be wired in mode G. The MMU2 should also be configured in mode G. Vehicle phases, overlaps (including FYA configurations), and pedestrian phases shall be wired such that it must work with an MMU2. The MMU2 must come with an ethernet port. The cabinet shall include both a DT panel and a CTB (SDLC) panel with 6 harnesses.

2.14 Intersections with Video Detection. For intersections with video detection, the cabinet shall be wired to automatically power on the video monitor when the cabinet door is open.

2.15 Load Switch. The front of the load switch shall be provided with (3) indicators to show the input signal from the controller to the load switch and (3) indicators to show the output to the field devices. The full complement of load switches shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

2.16 SDLC. All connection points shall be protected by a BIU 15 pin surge suppressor used for the protection of any devices on Port 1 Synchronous Data Link Control (SDLC). Each cabinet shall be provided with a SDLC hub assembly and (6) SDLC cables unless otherwise noted on the order form. All mechanical connections shall be soldered.

2.17 Surge Protection. Surge protection shall be a modular plug-in type product as listed in the MoDOT Traffic APL.

2.18 AC line filter. The AC line filter shall protect equipment from malfunctions due to conducted interference coming into the equipment from line, especially line to ground (common mode) noise and transients. Overall dimensions including mounting areas shall be approximately: 4.17inch width and 3.53inch height.

2.19 Signal Buss Relay. The relay shall be a direct "drop-in" replacement for existing mercury displacement relays. The relay shall be a single pole solid state or hybrid relay. Overall dimensions including mounting areas shall be approximately: 2.5-inch depth, 2-inch width, 5-inch height.

2.20 Field Wiring termination. All field wires shall be attached to the back panel terminal strips via a mechanical copper lug, which can accommodate wire sizes from 14AWG - 6AWG. Lugs shall be provided for all field outputs to maximize the cabinet design.

2.21 Flash Transfer Relays. The full complement of relays shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

2.22 Cabinet Wiring. Paper cabinet prints as well as electronic media shall be provided with each cabinet. (4) paper copies shall be provided (22" X 34") and (1) electronic copy in pdf and dgn format. All flash program wiring configurations shall be represented on the cabinet print (Red, Amber, No Flash, FYA, Ped, FYA & Ped). Wiring configuration shall be a red-red flash, unless otherwise specified by plans or Traffic Engineer.

2.23 Generator Attachment. A generator plug shall be installed on each cabinet unless otherwise noted. The access door shall be hinged, lockable and watertight. The plug shall conform to the (NEMA L5-30 configuration). An automatic transfer switch shall be provided which will switch power to/from "line", "UPS" or "generator" when power from one of the sources has been lost or gained. The unit shall be rated for 30 amps and shall contain either a LCD display or indicator lights that validate the following: Line in, Line out, UPS in, UPS out and "from" generator. The unit shall contain a main breaker (on/off switch), a UPS bypass breaker (switch) and a Generator breaker (switch). To minimize the impact of the presence of the auto transfer switch, the dimensions shall be no greater than 12" wide X 6" deep X 4" high. The unit shall be constructed of either aluminum or stainless steel.

3.0 Signal/New Cabinet Turn ON.

3.1 Turn on Date. Traffic engineer shall be given a minimum of two weeks' notice for signal turn on or new cabinet turn on date. Signal turn on or new cabinet turn on date shall not occur on any Friday, unless previously approved by traffic engineer.

3.2 Traffic Control. Contractor shall provide a minimum of two Changeable Message Signs (CMS) in advance of new signal location for mainline traffic, unless determined that all legs of intersection require advance notice. The CMS boards shall be in place a minimum of two week prior to signal turn-on date and left in place a minimum of one week after signal turn on. Messages will be provided by traffic engineer for the CMS boards.

3.3 Time. Signal shall not be turned on during morning or evening rush hour times. This varies by location and shall be preapproved by traffic engineer and the lead construction inspector.

4.0 Testing.

4.1 Each controller and cabinet assembly shall be tested as a complete entity under signal load in accordance with Missouri Standard Specifications Section 902 for a minimum of 30 days after installation. The traffic engineer is to determine if the 30 days has been accomplished with no functionality issues.

4.2 Each assembly shall be delivered with a signed document detailing the cabinet final tests performed.

The cabinet shall be assembled and tested by the controller manufacturer or authorized local distributor to ensure proper component integration and operation.

5.0 Warranty and Training.

5.1 The Malfunction Management Unit shall be warranted by the manufacturer against mechanical and electrical defects for a period of 2 years from date of shipment. The manufacturer's warranty shall be supplied in writing with each cabinet. Second party extended warranties are not acceptable.

5.2 The cabinet assembly and all other components shall be warranted for a period of one year from date of shipment. Any defects shall be corrected by the manufacturer or supplier at no cost to the owner.

5.3 MoDOT may require training on the maintenance and operation of NEMA TS2 cabinet assemblies. Maintenance and operation personnel shall be trained on troubleshooting, maintenance and repair of cabinets and all serviceable equipment. Training shall include field level troubleshooting and bench repair. This training shall be for a minimum of sixteen hours over two days. Training shall be conducted at a time and location mutually agreeable by the contractor and the signal shop traffic supervisor or as directed by MoDOT.

6.0 Method of Measurement. Method of measurement shall conform to Sections 902 and 1092 of the Standard Specifications.

7.0 Basis of Payment. Accepted Cabinet Assemblies will be paid for at the contract unit price bid for item:

902-99.02, TS2/EV Cabinet Assembly (Without Controller), per each

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

R. Uninterruptible Power Supplies

1.0 Description. This work shall consist of furnishing and installing Uninterruptible Power Supplies (UPS) at each traffic signal controller as indicated in the plans. UPS consist of a battery powered back-up power supply for traffic signal controllers. UPS cabinets shall be mounted to the traffic signal controller cabinet, per the manufacturer's recommendations.

2.0 Materials. Uninterruptible Power Supplies shall consist of batteries, control module, generator transfer switch and maintenance bypass switch contained in a NEMA 3R outdoor rated aluminum cabinet. The batteries shall provide enough power for at least 4 hours of continuous signal operation. The UPS control module shall be Alpha Technologies, FXM 1100, with remote monitoring capabilities. Each UPS system shall include a generator transfer switch and maintenance bypass switch. The UPS cabinet shall be large enough to contain all equipment for a fully functional UPS system, and be designed to be mounted to the side of a traffic signal controller cabinet. The cabinet shall have a lock for the door (compatible to the signal controller cabinet lock), with a fan and light inside.

3.0 Method of Measurement. Uninterruptible Power Supply systems shall be measured per each.

4.0 Basis of Payment. Accepted Uninterruptible Power Supplies will be paid for at the contract unit price for bid item:

902-99.02, Uninterruptible Power Supply, per each

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item, including but not limited to cabinets, control modules, switches, and batteries. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

S. Wireless Radio System

1.0 Description. This work shall consist of providing and installing materials (including equipment, products, goods, components, parts and incidentals), or relocating existing materials, to complete the Wireless Radio System modifications shown in the plans or as identified in these specifications.

1.1 Construct and make operational all new and relocated Wireless Radio System equipment as identified in this specification or as detailed in the plans, for communication with Operation Green Light (OGL) TranSuite.

1.2 Coordinate the work with OGL as identified on the plans. The contractor shall contact OGL at 816-701-8300 at least four (4) weeks prior to equipment installation for on-site verification of radio line-of-sight and to verify establishment of communication with OGL.

2.0 Materials. All materials shall be in accordance with Section 902 and the requirements in this specification.

2.1 The Contractor shall provide, install, and program all the equipment needed, whether specifically mentioned or not, to connect the traffic signals to the OGL network as noted in the plans. Provide material that is new, the best standard product of a manufacturer regularly engaged in the production of this type of material, the manufacturer's latest approved design and of best quality and workmanship. Specific materials that may be needed as part of the work include:

Route 291 & Blue Jay Drive:

- Radwin HSU w/Power Supply & Surge Suppression
- Switch & Power Supply
- PTZ Camera, Mount & Pendant Kit, Power Supply & Surge Suppression
- Genetec License (for PTZ) Part #GSC-Om-E-1C

Route 291 & College Street/Forest Avenue:

- Switch & Power Supply
- Radwin HBS w/Power Supply & Surge Suppression

The above equipment list is for informational purposes only and may not include all miscellaneous materials or equipment necessary for the complete and operational Wireless Radio System.

3.0 Method of Measurement. Wireless Radio Systems shall be measured per each.

4.0 Basis of Payment. The accepted quantity of Wireless Radio Systems, will be paid for at the contract unit price bid for item:

902-99.02, Wireless Radio System, per each.

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

T. CCTV Camera Assembly

1.0 Description. This work shall consist of providing and installing a dome style CCTV Camera Assembly, at the Route 291 & Blue Jay Drive signalized intersection shown in the plans.

The mounting location of each camera shall be coordinated with the engineer in charge of construction and Mid-America Regional Council (MARC) Operation Green Light (OGL) staff and field adjusted for optimum visibility along the intersection approaches or roadways identified on the plans. The contractor shall contact OGL at 816-701-8300 at least four (4) weeks prior to equipment installation for on-site verification of camera location and to verify establishment of camera communication with Operation Green Light.

2.0 Materials. Where applicable, equipment consists of a camera with IP addressable remotely controlled pan-tilt-zoom (PTZ), mounting brackets, camera controller, power over Ethernet (POE) cable, camera cabinet interface, and surge protection. The cable shall be recommended by the camera assembly manufacturer and shall provide a clear signal from the camera to the cabinet. The Contractor shall mount the camera controller and POE surge device on a DIN rail inside the new or existing traffic signal cabinet.

New CCTV cameras shall meet the following requirements: operate with a continuous 360 degree rotation in both axes, be IP addressable with a power over Ethernet cable included, include power over Ethernet surge protection and a camera controller inside the existing traffic signal cabinet, include a hydrophilic glass window on the camera unit, operate with a 36X optical zoom, and include built-in electronic image stabilization. The camera shall have a minimum 3 year manufacturer's warranty; the warranty shall begin at final acceptance of the system and shall be fully transferrable to the owner.

3.0 Method of Measurement. CCTV Camera Assemblies shall be measured per each.

4.0 Basis of Payment. Accepted CCTV Camera Assemblies will be paid for at the contract unit price bid for item

902-99.02, CCTV Camera Assembly, per each

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

U. Emergency Vehicle Preemption System

1.0 Description. This work shall consist of providing and installing Emergency Vehicle Preemption Systems at selected locations shown in the plans. All work shall be in accordance with Section 902, and as described below.

2.0 Materials. Emergency vehicle preemption materials shall be GTT Opticom equipment with I.D. capability, including detection units (model 721), communication cable (model 138), and phase selector card (model 754).

3.0 Method of Measurement. Emergency Vehicle Preemption Systems shall be measured per each.

4.0 Basis of Payment. Accepted Emergency Vehicle Preemption Systems will be paid for at the contract unit price bid for item:

902-99.02, Emergency Vehicle Preemption System, per each

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

V. Removal and Delivery of Existing Signs JSP-12-01C

1.0 Description. All Commission-owned signs removed from the project shall be disassembled, stored, transported, and disposed of as specified herein. Sign supports, structures and hardware removed from the project shall become the property of the contractor.

2.0 Disassembly and Delivery.

2.1 All Commission-owned signs, (excluding abandoned billboard signs), designated for removal in the plans, or any other signs designated by the Engineer, shall be removed from the sign supports and structures, disassembled, stored, transported, and delivered by the contractor to the recycling center for destruction.

2.2 The contractor shall coordinate and make arrangements with the recycling center for delivery of the signs. Sign panels shall be disassembled and/or cut into sizes as required by the recycling center.

2.3 The contractor shall provide the Engineer with a "Sign Delivery Certification" attesting to completion of delivery of all existing sign material from the project to the recycler. In addition, the contractor shall provide to the Engineer a final "Sign Certification of Destruction" from the recycler that documents the total pounds of scrap sign material received from the project and attests that all such material will not be re-purposed and will be destroyed in a recycling process. The contractor can locate the required certification statements from the Missouri Department of Transportation website:

<https://www.modot.org/forms-contractor-use>

2.4 Funds received from the disposal of the signs from the recycling center shall be retained by the Contractor.

Addendum 3

3.0 Basis of Payment. All costs associated with removing, disassembling and/or cutting, storing, transporting, and disposing of signs shall be considered as completely covered by the contract unit price for Item No. 202-20.10, "Removal of Improvements", per lump sum.

W. Disposition of Existing Signal/Lighting Equipment JSP-15-05A

1.0 Description. All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the contractor and delivered to the following location:

Stadium Maintenance Building
9101 E 40th Terrace
Kansas City, MO 64133
816-564-3123

2.0 Signal/Lighting Equipment. All equipment is to be transported to the address listed above. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling the phone number listed above and ask for the field traffic supervisor.

3.0 The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

4.0 Basis of Payment. Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

~~X. Pedestrian Push Button Detection~~

~~**1.0 Description.** This work shall consist of providing and installing Pedestrian Push Button Detectors at State owned signal locations shown on the Plans. All work shall be in accordance with Section 902, and as described in these Specifications.~~

~~**2.0 Materials.** All materials shall be in accordance with Section 902, all referenced sections, and as supplemented below.~~

~~Pedestrian push buttons shall be audible and shall be direct-push, contact-type with a bull-dog style. Each push button shall be a removable contact assembly mounted in a durable yellow case. Contacts shall be normally open, entirely insulated from the case and operating button, and have connecting terminals. The operating button shall be brass or another corrosion resistant metal alloy and shall be sturdy. The entire assembly shall be weatherproof, vandal resistant, secure against electrical shock to the user, and of such construction as to withstand hard usage. The pedestrian push button shall be mounted directly to the pole in a watertight assembly and shall be the large button type meeting ADA requirements. Each pushbutton shall be wired to the adjacent pedestrian signal head for the corresponding phase using a 4 conductor #14 signal control cable (IMCA specification 10-1). If the reach for any pedestrian buttons exceeds 10 inches, the contractor shall install a pushbutton extender.~~

~~Pushbutton assemblies shall include the following features,~~

- ~~• Locating tone during Don't Walk~~
- ~~• Confirmation of button push via LED pilot light, sound, and tactile bounce~~
- ~~• Customizable voice message during Walk~~
- ~~• Vibrotactile pushbutton with large arrow~~
- ~~• Braille indicating the name of the street to be crossed~~
- ~~• Sounds automatically adjust 0 to 5 dB over ambient~~
- ~~• USB interface for customization and updates~~
- ~~• Operating temperature range of -10° F to 130° F~~
- ~~• NEMA TS-2 Certified~~

~~3.0 Method of Measurement. Pedestrian Push Button Detectors furnished under these specifications shall be measured per each.~~

~~4.0 Basis of Payment. Accepted Pedestrian Push Button Detectors will be paid for at the contract unit price bid for item:~~

~~902 40.20, Detector, Pushbutton, per each~~

~~Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract.~~

Y. Irrigation System Repairs

1.0 Description. This work shall include all measures necessary for installation of irrigation system parts damaged or destroyed in accordance with City of Liberty requirements, and as directed by the Engineer, except as modified by this Job Special Provision. The contractor shall utilize and comply with all requirements of the City of Liberty's standard operating procedures.

2.0 Method of Measurement. A lump sum quantity for repair to irrigation systems is shown on the bid form. Measurement of damaged or destroyed pipe and sprinkler heads shall be made by the engineer. At the end of the work day, the contractor and engineer shall review and agree upon the quantities of pipe and sprinkler heads to be replaced, and the 'percentage complete' that shall apply to the lump sum quantity contained in the bid form.

3.0 Basis of Payment. Payment for "Irrigation System Repairs" shall be paid for at the lump sum price and shall include the cost of furnishing all labor, equipment, disposal fees, tools, and materials, and the performance of all work necessary to complete irrigation system repairs. The Contractor will only be compensated for work completed and approved by the Engineer. If the entire lump sum is not utilized, it will be deducted from the contract.

Z. Measurement and Payment of Unit Price and Lump Sum Items

- A. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.

- B. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.

Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids.

The following bid item additional information is included to provide payment calculation clarification for each listed lump sum bid item.

1. Bid Item #2 Removal of Improvements
 - a. Payment will be the removal of improvements shall be at the contract Lump Sum price. Payment will be made for full compensation for removing existing improvements within construction limits including but not limited to curb and gutter, asphalt pavement, sidewalk, etc., unless otherwise noted on the plans and shall include all labor, equipment, excavation, disposal of and incidentals necessary to complete the work.
 - b. Payment will be calculated based upon a percentage complete based upon the project center line linear feet of the entire project.
2. Bid Item #27 Mobilization
 - a. This work will not be measured for payment, but will be considered a lump sum price.
 - b. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment, and tools for the deployment of laborers and equipment to the site, site preparation, temporary utility installation, final site clean-up and demobilization. Payment of this item shall be lump sum by the following schedule:
 - 1) When 5 percent or more of the original contract amount is earned, 50 percent.
 - 2) When 10 percent or more of the original contract amount is earned, an additional 25 percent.
 - 3) When 25 percent or more of the original contract amount is earned, an additional 25 percent.
3. Bid Item #40 Contractor Furnished Surveying and Staking
 - a. Payment will be made for Construction Surveying and Staking at the contract Lump Sum price. Payment will be made for full compensation for providing all necessary construction staking and shall include all labor, equipment, materials and incidentals necessary to complete the work.

- b. Payment will be calculated based upon a percentage complete based upon the center line linear feet of the entire project.
- c. Incidental to this work shall be the re-setting of property corners that are removed, damaged, or dislocated by the Contractor's operation:
 - 1) The Contractor shall locate all existing property corners within the Project limits prior to commencing construction.
 - 2) All property corners that can be saved shall be marked and protected. Property corners anticipated to be disturbed during construction shall be located by ties and shall be reset by the Contractor at the termination of construction activities.
 - 3) All property corners surveying shall be performed by a qualified land surveyor registered in the State of Missouri.
 - 4) The property corner shall be a 1/2 IN DIA steel rod at least 2 FT in length

AA. Project Videotaping

- A. Prior to construction, the Contractor shall videotape the entire extent of the project. The videotaping may be conducted on foot. The videotape shall show the existing conditions on the project. Details of such items as fences, sidewalks, landscaping, and driveways shall be clearly shown.
- B. After construction, the Contractor shall conduct a second videotaping, showing the same extents and level of detail as specified above. A copy of both video tapes shall be submitted to the Engineer for record keeping purposes. No direct payment will be made for project videotaping, but shall be considered subsidiary to the bid item, "Mobilization".

BB. Safety to the Public

The Contractor shall provide temporary walks, fencing, barricades or other protective measures as necessary to insure the safety of the public adjacent to the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public.

CC. Fees for Construction Permits

The City agrees to waive all fees for construction permits associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and shall be subsidiary to the Contract.

DD. Inspections

MoDOT and FHWA may make inspections of the work and the contractor shall grant them access to all parts of the work.

EE. Signing Restrictions

On-site signage shall consist only of those information signs and traffic control devices deemed necessary. On site signage shall not include promotional or other information signs regarding such matters as identification of public officials, contractors, organizational affiliations, and related logos and symbols.

FF. Standardized Changed Condition Clauses

A. Differing site conditions.

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work

B. Suspensions of work ordered by the engineer.

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be

notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant changes in the character of work.

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

GG. Surface Structures Affected By Construction

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of

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these specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be as follows:
- the October 2024 Second Edition, Missouri Standard Specifications for Highway Construction,
 - the October 2024 Edition, Missouri Standard Plans for Highway Construction,
 - and the latest revision of the Design Criteria, Technical Specifications and Standard Details for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at:
- The Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.
 - <https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications> Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.
- 1.04 In the event of a conflict between the MODOT and City of Liberty specified Design Criteria, Specifications or Standard Details the MoDOT criteria shall take precedence.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FEDERAL AID PROVISIONS

December 1980

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

Timetable	(Percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

Goals for Minority Participation for Each Trade

<u>County</u>	<u>Goal (Percent)</u>	<u>County</u>	<u>Goal (Percent)</u>
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10

Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

These goals are applicable to all of the contractor's construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project

for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" of the county, route and limits described in the proposal for the work.

July 1986

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
 - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and

trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

OPERATING POLICY STATEMENT

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

“It is the policy of this company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

SUPPLEMENTAL REPORTING REQUIREMENTS

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor’s equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) “Federal-Aid Highway Construction Contractors Annual EEO Report”, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

NONDISCRIMINATION IN EMPLOYMENT

July 1990

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000,

the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

- 1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.
- 1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 31

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 024
CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$70.59
Boilermaker	\$35.51*
Bricklayer-Stone Mason	\$62.37
Carpenter	\$64.44
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.58
Plasterer	
Communication Technician	\$61.30
Electrician (Inside Wireman)	\$68.72
Electrician Outside Lineman	\$35.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$35.51*
Glazier	\$58.94
Ironworker	\$69.61
Laborer	\$50.47
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$56.70
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.28
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$56.98
Plumber	\$78.98
Pipe Fitter	
Roofer	\$59.93
Sheet Metal Worker	\$75.64
Sprinkler Fitter	\$71.38
Truck Driver	\$56.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
 **The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.52
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$35.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.51
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.82
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.36
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

"General Decision Number: MO20250001 01/03/2025

Superseded General Decision Number: MO20240001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

CARP0002-002 05/01/2024

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 41.71	21.85

CARP0005-006 05/01/2024		

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY
COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 44.63	22.40
MILLWRIGHTS & PILEDRIVERS...	\$ 44.63	22.40

CARP0011-001 05/01/2024		

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 35.61	22.40
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 34.98	22.40
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 35.61	22.40
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 33.25	22.40
BENTON, MORGAN AND PETTIS...	\$ 34.98	22.40
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 35.37	22.40
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 34.98	22.40
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 34.04	22.40
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON		

AND TEXAS COUNTIES.....	\$ 35.37	22.40
FRANKLIN COUNTY.....	\$ 42.19	22.40
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 42.19	22.40
LINCOLN COUNTY.....	\$ 38.04	22.40
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 36.13	22.40
WARREN COUNTY.....	\$ 38.04	22.40

ELEC0001-002 06/02/2024

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,
PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,
WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....	\$ 47.04	18.196

ELEC0002-001 09/04/2022

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND
WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 44.16	23.14
Groundman & Truck Driver....	\$ 33.74	19.34
Lineman & Cable Splicer.....	\$ 51.45	25.81

ELEC0053-004 01/01/2024

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman.....	\$ 35.71	1.5%+9.04
Groundman.....	\$ 32.32	1.5%+18.25
Lineman Operator.....	\$ 48.73	1.5%+23.33
Lineman.....	\$ 54.02	1.5%+25.08
Line Construction; (BATES,		

BENTON, CARROLL, CASS, CLAY,
HENRY, JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

ELEC0095-001 06/01/2024

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON,
ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 31.09	8%+18.04

ELEC0124-007 08/28/2023

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE
COUNTIES:

	Rates	Fringes
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Electricians.....	\$ 47.37	25.89
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ELEC0257-003 03/01/2024

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 38.50	17.515

ELEC0350-002 12/01/2024

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
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Electricians.....	\$ 37.60	22.145
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ELEC0453-001 09/01/2023

	Rates	Fringes
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Electricians:

CHRISITAN, DALLAS,
DOUGLAS, GREENE, HICKORY,
HOWELL, LACLEDE, OREGON,
OZARK, POLK, SHANNON,

WEBSTER and WRIGHT COUNTIES..\$ 36.08	17.91
PULASKI and TEXAS COUNTIES..\$ 36.08	17.91
STONE and TANEY COUNTIES....\$ 26.62	17.11

ELEC0545-003 06/01/2024

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,
GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,
AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....\$ 39.61		20.59

ELEC0702-004 01/01/2024

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,
MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE
COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....\$ 36.89		30%+8.60
Groundman-Equipment		
Operator Class II (all		
other equipment).....\$ 44.92		30%+8.60
Heavy-Equipment Operator		
Class I (all crawler type		
equipment D-4 and larger)...\$ 50.37		30%+8.60
Lineman.....\$ 63.30		30%+8.60

ENGI0101-001 05/01/2020

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH
COUNITIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....\$ 34.73		18.20
GROUP 2.....\$ 34.33		18.20
GROUP 3.....\$ 32.33		18.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and
spreader; asphalt plant operator; auto grader or trimmer or
sub-grader; backhoe; blade operator (all types); boilers -
2; booster pump on dredge; bulldozer operator; boring
machine (truck or crane mounted); clamshell operator;
concrete mixer paver; concrete plant operator; concrete
pump operator; crane operator; derrick or derrick trucks;
ditching machine; dragline operator; dredge engineman;
dredge operator; drill cat with compressor mounted
(self-contained) or similar type self- propelled rotary
drill (not air tract); drilling or boring machine
(rotary-self-propelled); finishing machine operator;
greaser; high loader-fork lift-skid loader (all types);

hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;

(b) Oiler driver

(c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 38.42	20.44
GROUP 2.....	\$ 37.38	20.44
GROUP 3.....	\$ 32.91	20.44
GROUP 4.....	\$ 36.26	20.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane

mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: ""A"" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2019

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

Rates

Fringes

Power equipment operators:

GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88
GROUP 4.....	\$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
 Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/06/2024

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.46	30.22
GROUP 2.....	\$ 43.46	30.22
GROUP 3.....	\$ 42.16	30.22
GROUP 4.....	\$ 41.72	30.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;
 Crane, climbing (such as Linden) - \$.50;
 Crane, Pile Driving and Extracting - \$.50
 Crane with boom (including job) over
 100 ft from pin to pin - add \$.01 per foot
 to maximum of \$4.00);
 Crane, using rock socket tool - \$.50;
 Derrick, diesel, gas or electric hoisting material
 and erecting steel (150 ft or more above ground) - \$.50;
 Dragline, 7 cu yds and over - \$.50;
 Hoist, Three or more drums in use - \$.50;
 Scoop, Tandem - \$.50;
 Shovel, Power - 7 cu yds and over - \$.50;
 Tractor, Tandem Crawler - \$.50;
 Tunnel, man assigned to work in tunnel or
 tunnel shaft - \$.50;
 Wrecking, when machines are working on
 second floor or higher - \$.50

 ENGI0513-006 05/06/2024

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE
 GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN,
 GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES,
 MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY,
 MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS,
 PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST.
 FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON,
 SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

Rates

Fringes

Power equipment operators:

GROUP 1.....	\$ 43.46	30.22
GROUP 2.....	\$ 43.46	30.22
GROUP 3.....	\$ 42.16	30.22
GROUP 4.....	\$ 41.72	30.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00
 Certified Crane Operator - \$1.50;
 Certified Hazardous Material Operator \$1.50;
 Crane, climbing (such as Linden) - \$0.50;
 Crane, pile driving and extracting - \$0.50;

Crane, with boom (including jib) over 100' from pin to pin
add \$0.01 per foot to maximum of \$4.00;
Crane, using rock socket tool - \$0.50;
Derrick, diesel, gas or electric, hoisting material and
erecting steel (150' or more above the ground) - \$0.50;
Dragline, 7 cu. yds, and over - \$0.50;
Hoist, three or more drums in use - \$0.50; Scoop, Tandem -
\$0.50;
Shovel, power - 7 cu. yds. or more - \$0.50;
Tractor, tandem crawler - \$0.50;
Tunnel, man assigned to work in tunnel or tunnel shaft -
\$0.50;
Wrecking, when machine is working on second floor or higher -
\$0.50;

ENGI0513-007 05/06/2024

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.46	30.22
GROUP 2.....	\$ 43.46	30.22
GROUP 3.....	\$ 42.16	30.22
GROUP 4.....	\$ 41.72	30.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atthey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power,

generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2024

Rates Fringes

Ironworkers:

ANDREW, BARTON, BENTON,
CAMDEN, CEDAR, CHARITON,
CHRISTIAN, COOPER, DADE,
DALLAS, DAVIESS, DE KALB,

GENTRY, GREENE, GRUNDY,
 HARRISON, HICKORY, HOLT,
 HOWARD, LACLEDE, LINN,
 LIVINGSTON, MERCER,
 MONITEAU, MORGAN, NODAWAY,
 PETTIS, POLK, PUTNAM,
 RANDLOPH, ST. CLAIR,
 SULLIVAN, TANEY, VERNON,
 WEBSTER, WRIGHT and WORTH
 Counties and portions of
 ADAIR, BOONE, MACON,
 MILLER and RANDOLPH
 Counties.....\$ 35.00 33.56
 ATCHISON, BATES, BUCHANAN,
 CALDWELL, CARROLL, CASS,
 CLAY, CLINTON, HENRY,
 JACKSON, JOHNSON,
 LAFAYETTE, PETTIS, PLATTE,
 SALINE, AND RAY COUNTIES....\$ 38.00 33.56

IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 27.00	20.96

IRON0396-004 08/07/2024

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,
 FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.
 GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,
 PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 41.67	31.25

IRON0396-009 08/07/2024

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,
 MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT
 Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,
 LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 41.67	31.25

IRON0577-005 06/01/2024

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS,
 SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker.....	\$ 34.05	25.30

IRON0584-004 06/01/2023

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:.....	\$ 29.00	16.20

IRON0782-003 08/01/2023		

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD
Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN,
MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 38.77	29.51
All Other Work.....	\$ 33.47	24.12

LAB00042-003 03/01/2023		

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 36.65	17.12

LAB00042-005 03/01/2023		

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 36.65	17.12
Laborers, Flaggers.....	\$ 36.65	17.12
Wrecking.....	\$ 36.65	17.12

LAB00110-005 05/01/2024		

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 38.24	15.55
GROUP 2.....	\$ 38.24	15.55
LABORER (Washington County)		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.12	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders;
salamander Tenders; Dump Man; Ticket Takers; loading trucks
under bins, hoppers, and conveyors; track man; cement
handler; dump man on earth fill; georgie buggy man;
material batch hopper man; spreader on asphalt machine;
material mixer man (except on manholes); coffer dams;
riprap pavers rock, block or brick; scaffolds over ten feet
not self-supported from ground up; skip man on concrete
paving; wire mesh setters on concrete paving; all work in

connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; toppler of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00579-005 05/01/2023

	Rates	Fringes
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LABORER (ANDREW, ATCHISON,
BUCHANAN, CALDWELL, CLINTON,
DAVIESS, DEKALB, GENTRY,
GRUNDY, HARRISON, HOLT,
LIVINGSTON, MERCER, NODAWAY
and WORTH COUNTIES.)

GROUP 1.....	\$ 29.04	16.59
GROUP 2.....	\$ 29.39	16.59

LABORER (BARRY, BARTON,
BATES, BENTON, CAMDEN,
CARROLL, CEDAR, CHRISTIAN,
DADE, DALLAS, DOUGLAS,
GREENE, HENRY, HICKORY,
JASPER, JOHNSON, LACLEDE,
LAWRENCE, MCDONALD, MORGAN,
NEWTON, OZARK, PETTIS, POLK,
ST. CLAIR, SALINE, STONE,
TANEY, VERNON, WEBSTER and
WRIGHT COUNTIES)

GROUP 1.....	\$ 28.23	15.60
GROUP 2.....	\$ 28.78	15.60

LABORER (LAFAYETTE COUNTY)

GROUP 1.....	\$ 29.78	15.85
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GROUP 2.....\$ 30.13

15.85

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LAB00660-004 05/01/2024

Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, Shelby Counties

	Rates	Fringes
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LABORER

GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man;

material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00660-006 03/04/2024

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62
Lincoln, Monntomery, and		
Warrner Counties.....	\$ 37.69	15.97
St. Charles County.....	\$ 39.11	15.97

LAB00662-001 05/01/2024

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 38.24	15.55
GROUP 2.....	\$ 38.24	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; toppler of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00663-002 04/01/2024

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	15.57
GROUP 2.....	\$ 36.45	15.57

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies

man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettelman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

LAB00840-011 05/01/2024

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties

	Rates	Fringes
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LABORER (Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties)

GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORER (Franklin County)

GROUP 1.....	\$ 38.19	15.55
GROUP 2.....	\$ 38.19	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement

handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00955-012 05/01/2024

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon, Monroe, Putnam, Randolph, Schuyler and Sullivan Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet

not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB01104-005 05/01/2024

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in

connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

PAIN002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller; Taper.....	\$ 28.61	10.24
High work over 60 feet.....	\$ 29.11	10.24
Lead Abatement.....	\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....	\$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI).....	\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24

PAIN002-006 04/01/2023

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
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Painters:

Bridges, Dams, Locks or Powerhouses.....	\$ 28.49	15.03
Brush and Roll; Taping, Paperhanging.....	\$ 26.49	15.03
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 27.49	15.03
Spray; Structural Steel (over 50 feet).....	\$ 27.49	15.03
Tapers using Ames or Comparable Tools.....	\$ 27.24	15.03

PAIN0003-004 04/01/2019

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

	Rates	Fringes
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Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 33.41	17.76
Brush & Roller.....	\$ 30.54	17.76
Drywall.....	\$ 31.74	17.76
Paper Hanger.....	\$ 31.04	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 32.41	17.76
Steeplejack.....	\$ 36.98	17.76

PAIN0003-011 04/01/2019

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES

	Rates	Fringes
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Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 26.73	17.76
Brush & Roller.....	\$ 24.43	17.76
Drywall.....	\$ 25.39	17.76
Paper Hanger.....	\$ 24.83	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

PAIN1185-008 04/01/2024

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,

PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 32.25	16.86
Floor Work.....	\$ 33.25	16.86
Lead Abatement.....	\$ 33.25	16.86
Spray.....	\$ 33.25	16.86
Structural Steel, Sandblasting and All Tank Work.....	\$ 34.25	16.86
Taping, Paperhanging.....	\$ 33.25	16.86

PAIN1292-002 09/01/2024BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 35.30	17.65
Brush & Roller.....	\$ 27.85	17.65
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.95	17.65

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour.

Under 60 ft. \$0.25 per hour.

PAIN1292-003 09/01/2024IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON
COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 35.30	17.65
Brush & Roller.....	\$ 29.95	17.65
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 33.95	17.65

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour

Under 60 ft. \$0.25 per hour.

PAIN2012-001 04/01/2023ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &
WORTH COUNTIES

	Rates	Fringes
Painters:		

Brush & Roller.....	\$ 34.22	19.13
Sandblaster.....	\$ 38.46	19.13
Steeplejack.....	\$ 42.03	19.13

PAIN2015-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT
COUNTIES

	Rates	Fringes
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Painters:

Finisher.....	\$ 20.18	11.33
Painter.....	\$ 19.75	11.76
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator.....	\$ 21.18	11.33

PLAS0518-006 03/01/2023

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT
COUNTIES

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 26.57	12.43
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PLAS0518-007 04/01/2024

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY
COUNTIES

	Rates	Fringes
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Cement Masons:.....	\$ 37.61	18.71
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PLAS0518-011 04/01/2023

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY,
HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 36.03	20.50
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PLAS0527-001 04/01/2023

	Rates	Fringes
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CEMENT MASON

FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 37.29	20.23
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 38.46	20.13

PLAS0527-004 06/01/2023

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,
WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 32.00	19.72

PLAS0908-001 05/01/2024

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,
SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 33.50	18.78

PLAS0908-005 05/01/2024

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 33.50	18.78

PLUM0008-003 06/01/2024

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 56.63	24.54

PLUM0008-017 06/01/2024

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,
ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers.....	\$ 56.63	24.54

PLUM0045-003 08/01/2024

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 47.45	26.15

PLUM0178-003 11/01/2023

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND
WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 37.15	15.42

PLUM0178-006 11/01/2022		

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...	\$ 32.78	15.32
Projects over \$750,000.....	\$ 35.75	15.32

PLUM0533-004 06/01/2024		

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters.....	\$ 55.56	25.80

PLUM0562-004 07/01/2023		

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....	\$ 46.66	21.99
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 46.66	21.99

PLUM0562-016 07/01/2023		

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts		
including all piping and		

temperature control work		
\$7.0 million & under.....	\$ 46.66	21.99
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 46.66	21.99

TEAM0013-001 05/01/2024

	Rates	Fringes
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Truck drivers (ADAIR, BUTLER,
CLARK, DUNKIN, HOWELL, KNOX,
LEWIS, OREGON, PUTNAM,
RIPLEY, SCHUYLER AND SCOTLAND
COUNTIES)

GROUP 1.....	\$ 34.29	15.75
GROUP 2.....	\$ 34.44	15.75
GROUP 3.....	\$ 34.56	15.75
GROUP 4.....	\$ 34.45	15.75

Truck drivers (AUDRAIN,
BOLLINGER, BOONE, CALLAWAY,
CAPE GIRARDEAU, CARTER, COLE,
CRAWFORD, DENT, GASCONADE,
IRON, MACON, MADISON, MARIES,
MARION, MILLER, MISSISSIPPI,
MONROE, MONTGOMERY, NEW
MADRID, OSAGE, PEMISCOT,
PERRY, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST.
FRANCOIS, STE. GENEVIEVE,
SCOTT, SHANNON, SHELBY,
STODDARD, TEXAS, WASHINGTON
AND WAYNE COUNTIES)

GROUP 1.....	\$ 35.02	15.75
GROUP 2.....	\$ 35.17	15.75
GROUP 3.....	\$ 35.29	15.75
GROUP 4.....	\$ 35.18	15.75

Truck drivers (FRANKLIN,
JEFFERSON and ST. CHARLES
COUNTIES)

GROUP 1.....	\$ 37.38	15.75
GROUP 2.....	\$ 37.53	15.75
GROUP 3.....	\$ 37.60	15.75
GROUP 4.....	\$ 37.49	15.75

Truck drivers (LINCOLN and
WARREN COUNTIES)

GROUP 1.....	\$ 36.03	15.75
GROUP 2.....	\$ 37.18	15.75
GROUP 3.....	\$ 36.25	15.75
GROUP 4.....	\$ 36.14	15.75

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;
Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,
Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump
Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem
Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel

Trucks; Distributor Drivers and Operators; Tank Wagon,
Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,
Speedace, Euclids and other similar equipment; A-Frame and
Derrick Trucks; Float or Low Boy

TEAM0056-001 05/01/2024

Rates Fringes

Truck drivers (ANDREW,
BARTON, BATES, BENTON,
CALDWELL, CAMDEN, CARROLL,
CEDAR, CHARITON, CHRISTIAN,
CLINTON, COOPER, DADE,
DALLAS, DAVIESS, DEKALB,
DOUGLAS, GREENE, HENRY,
HICKORY, HOWARD, JASPER,
LACLEDE, LAWRENCE, LINN,
LIVINGSTON, MONITEAU, MORGAN,
NEWTON, PETTIS, POLK,
RANDOLPH, ST. CLAIR, SALINE,
VERNON, WEBSTER AND WRIGHT
COUNTIES)

GROUP 1.....	\$ 34.72	15.75
GROUP 2.....	\$ 34.88	15.75
GROUP 3.....	\$ 34.87	15.75
GROUP 4.....	\$ 34.99	15.75

Truck drivers: (ATCHISON,
BARRY, GENTRY, GRUNDY,
HARRISON, HOLT, MCDONALD,
MERCER, NODAWAY, OZARK,
STONE, SULLIVAN, TANEY AND
WORTH COUNTIES)

GROUP 1.....	\$ 33.99	15.75
GROUP 2.....	\$ 34.15	15.75
GROUP 3.....	\$ 34.14	15.75
GROUP 4.....	\$ 34.26	15.75

Truck drivers; (BUCHANAN,
JOHNSON AND LAFAYETTE
COUNTIES)

GROUP 1.....	\$ 35.93	15.75
GROUP 2.....	\$ 36.04	15.75
GROUP 3.....	\$ 36.08	15.75
GROUP 4.....	\$ 36.08	15.75

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup
trucks; material trucks single axle; tank wagons single
axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump
trucks; material trucks tandem axle; tank wagons tandem
axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel
trucks; distributor drivers & operators; tank wagons semi-
trailer; insley wagons, dumpsters, half-tracks, speedace,
euclids & other similar equipment; A-frames and derrick
trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
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Truck drivers:

Traffic Control Service		
Driver.....	\$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2024

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 37.81	15.65
GROUP 2.....	\$ 37.24	15.65
GROUP 3.....	\$ 36.72	15.65

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2024

ST LOUIS CITY AND COUNTY

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 36.64	8.86+a+b+c
GROUP 2.....	\$ 36.64	8.86+a+b+c
GROUP 3.....	\$ 36.64	8.86+a+b+c

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested

party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 05/16/2024

Completed By: Holly Cantrell

Request for Environmental Review Form#:2024-08-00056

☐ Alternative Project Delivery Method (such as Design/Build)

Project Information

Prefix:	STBG	Project Number:	3392407	Bridge Number:	
District:	Kansas City	County:	CLAY	Sponsor:	City of Liberty
				Sponsor Email:	
TIP Number:	52005	Rte/Street:	Route 291		
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	Unknown
Location/Stream Crossing :	LIBERTY				
TMS Project Description - termini (no stations):	Traffic Signal at Blue Jay Dr & M-291 & Stewart Rd & M-291 Closure				
Describe RER project improvements in full detail:	The City of Liberty in partnership with the Missouri Department of Transportation (MoDOT) proposes road improvements to Route 291. Improvements will include: (1) intersection improvements of Route 291 at North Stewart Road, (2) signalization of the intersection of Route 291 and Blue Jay Drive, and (3) sidewalk and shared path installation along Route 291. The improvements will take place within the corridor extending from the intersection of Route 291 and Route 152 (Kansas Street) following Route 291 just north of the intersection of Route 291 and Stewart Road. Additional activities will include the extension and/or enclosure of existing water conveyance structures. The project will improve roadway safety in the area for pedestrians, commuters, and residents.				
District Liaison:	Marisela Ward - 816-607-2252	Contact:	None selected		
Email:	Marisela.Ward@modot.mo.gov	Email:	bjmurphy@transystems.com		
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	09/14/2023	Submit Date:	08/15/2023		
Desired A-Date:	11/01/2023				
Responsible Individual:	Bethany Murphy - (8/15/2023 3:18:08 PM) - 816-329-8612	Submitted By:	Bethany Murphy - (8/15/2023 12:00:00 AM) - 816-329-8612		
Existing Condition					
ADT:	26,020	Speed Limit:	40		
Number of Travel Lanes:	4	Lane Width:			
Shoulder Width:		Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:		Sidewalks:	None		
Proposed Design Improvement					
ADT:	57,000	Speed Limit:	40	Design Speed:	40
Number of Travel Lanes:	4	Lane Width:			
Shoulder Width:		Curb and Gutter:	Yes		

Bridge width, measured from gutterline to gutterline:		Sidewalks:	Both
Bridge Length:		Roadway length:	
Railroad Crossing	No	Drainage District (If Applicable):	Choose One...
Program Year:		Right of Way:	N/A
Preliminary Engineering:	2023		
Construction:	2024		
Has the sponsor documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:	☒ Yes ☐ No		
☐ Project breakout from previous or larger project? <i>If checked explain:</i>			
Acres - From all sources (e.g. donated from public or private entities):			
Additional R/W (acres):	0	Temp Easement (acres):	0.01
		Permanent Easement (acres):	0
ROW may be needed, but, not yet determined?	No		
Is ANY Federally-owned land impacted by the project?	☐ Yes ☒ No		
Land Disturbance:			
Will project involve 1 acre or more:	Yes	Acres of Tree Clearing:	0.01 acres
DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.			
Number of Displacements(do not include partial takes that do not displace):			
Residential:	☐ Yes ☒ No	Commercial:	☐ Yes ☒ No
No. of People:	Residences:	No. of Employees:	Businesses:
Any Public Involvement planned or completed:			
Public Involvement has been ongoing for plans on the corridor. This Project has independent utility.			
Average Daily Traffic:			
ADT Construction Year:	26,020	ADT Design Year:	57,000

Traffic Impacts:

Road Closure Planned: ☐ Yes ☒ No

Days/Months Closed:

Bridge Closure Planned: ☐ Yes ☒ No

Detour > 25 mi rural
(including local roads) ☐ Yes ☒ No

Detour > 5 mi urban
(including local roads,
census defined urban) ☐ Yes ☒ No

Detour Info: No road closures needed for any construction. A lane drop will be needed using traffic control to construct project. The public will be notified in advance of any lane closures or other traffic delays.

Bicycle / Pedestrian Consideration

Pedestrian facilities
considered: Yes

Bicycle facilities
considered: Yes

National Flood Insurance Program (NFIP) and Hydraulic Design Data:

☐ Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

If checked, give details:

Is ANY construction taking place on MoDOT owned property under this project?

☒ Yes ☐ No

☒ Is highway improvement located within 4 miles of an existing airport?

Please note that the LPA is responsible for obtaining the necessary permits for the project. See the following [Airport Link](#)

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland: No parklands are in or adjacent to the Project Area.

Wetland/404 Permit: The Project, as planned, is located entirely within an urban environment. One blue line feature is shown by National Hydrography Dataset (NHD) as potentially present where the connector from Blue Jay Drive to Lowes Home Improvement would be constructed. The connector from Blue Jay Drive to Lowes Home Improvement has been removed from the Project scope, but site conditions assessed by the consultant would be recorded in the Wetland Technical Memo. No wetlands are shown on the National Wetlands Inventory (NWI) database as potentially present in the Project Area. The project sponsor hired a consultant to provide data from a wetland delineation completed by qualified personnel prior to construction. A USACE Permit was approved on April 22, 2024. Update: Please see the Wetland Delineation Report and Approved USACE Permit in the files.

Land Disturbance / Stormwater: Project activities would include disturbance of greater than one acre of ground, requiring coverage under the Missouri general land disturbance permit. A Stormwater Pollution Prevention Plan (SWPPP) would be developed, and a Notice of Intent (NOI) would be submitted to the Missouri Department of Natural Resources (MDNR). The SWPPP would include an erosion and sediment control plan with appropriate best management practices.

Farmland: According to the 2020 US Census Bureau Urban Area Wall Map, the city of Liberty is designated as an Urban Area with a population 10,000 people or more. Therefore, the Project is not subject to the Farmland Protection Policy Act.

Threatened & Endangered Species:	The US Fish and Wildlife Service Information for Planning and Conservation (IPaC) system identified four species of concern in the project vicinity: the gray bat (<i>Myotis grisescens</i>), the Indiana bat (<i>Myotis sodalis</i>), the northern long-eared bat (<i>Myotis septentrionalis</i>) and the tricolored bat (<i>Perimyotis subflavus</i>). The gray bat typically roosts and hibernates in caves year-round. No caves are located in the project area, and so no habitat for the gray bat is likely to be present. Indiana bats, tricolored bats and northern long-eared bats hibernate in caves during the winter and utilize roost trees with exfoliating bark or small crevices, as well as snags and occasionally bridges with small openings/gaps. As identified in the IPaC documentation, unsuitable habitat includes trees found in highly-developed urban areas, such as street trees and downtown areas. These trees would not provide suitable bat habitat, and no bridge or bridge-like structures are present in the Project Area. Culvert like structures in the Project Area will be checked by a qualified representative prior to construction. The city of Liberty will adhere to the seasonal tree clearing restrictions, only removing suitable summer roost trees between November 1-March 31 and will limit tree clearing to only what is necessary to complete the Project. Update: Please see the T&E Technical Memo uploaded below.
Migratory Birds: Are there birds nesting on the structure?	No large structure work is planned as part of project activities. The city of Liberty will comply with the MBTA by ensuring nests of protected species are not disturbed when active, which is when eggs or young are present. In general, nests are active between April 1 – July 31, though active nests can be present outside of these dates. The city will include a JSP in contract documents with guidelines for the removal of inactive or partially constructed nests. Update: Please see the T&E Technical Memo uploaded below.
Hazardous Waste:	The EPA's Resource Conservation and Recovery Act Information database was consulted to identify hazardous waste generators in the area. There are thirteen facilities reporting to the EPA in or adjacent to the Project Area. All facilities are in compliance with reporting and do not have any hazardous records. There are no brownfields or superfund sites located in the Project Area.
Cultural Resources:	The history/architecture (above ground) resource APE is limited to structures within or directly adjacent to the APE. Any structures 45 years of age or older will be reviewed by a qualified archaeologist as applicable to the Project. No properties listed on the National Register of Historic Places are within or adjacent to the Project. The Project is not being constructed within a known historic district.
LPA Comments:	Socioeconomic Impact Updates: 1. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended: No acquisitions required. 2. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures: Sufficient public notice of construction work will be provided as part of the LPA's Traffic Management Plans 3. Please provide detail on the planned public engagement: Information is published on the City website detailing the Project and can be accessed via the following link: https://storymaps.arcgis.com/stories/6e512b01873541d289b020207849fa51. An initial public meeting has been held and a second public meeting is planned for early 2024 which will include more defined project information. 4. Once the planned public engagement has occurred, please upload documentation of that engagement and include any meeting minutes and any materials presented on this project and the proposed closure and detour route, as well as any sign-in sheets, any comments received, and any responses to those comments. Per the MoDOT EPG: 129.4.1 PCE A Programmatic Categorical Exclusion (PCE) is the lowest level of environmental documentation and is assigned to projects with limited impacts, such as work restricted to existing pavement or within existing right of way, therefore having negligible project impacts. PCE classified projects tend to be non-controversial and require a minimal amount of public involvement (see Table 129, Public Involvement by Type) usually just routine methods such as news releases, posting on MoDOT's website, social media, etc. that may be carried out by staff in various divisions. In most cases a PIP is not needed but any comments and responses from public involvement using any other outreach must be documented in the project files or the RES. 5. Please provide additional information regarding the provided plans as to what activities will occur within areas designated as "committed project area" and "add alternate project area" and whether right-of-way or easements are anticipated within these areas. Upload this information to the RER and update, as warranted, the RER fields to confirm any ROW or easements (temporary or permanent) warranted for the proposed project: Temporary easements are minimal and project activities within these areas will be consistent with the Project Description above. 6. Ensure that the minority population located within the project area is not disproportionately impacted by project construction. If impacts are anticipated, notify the environmental specialist as soon as possible. No impacts are anticipated.

Project Attachments:

****NOTE: If making updates to an attachment, please use a different filename than the original.**

****The combined size of attachments in one upload must be less than 100MB**

Attachments:

✖2024-04-22 NWP14 Ltr
2024-00090.pdf

✖2021 NWP Excerpts with
MO WQC.pdf

✖2021 NWP 14.pdf

✖2024-01-31
Route291_STBG-3392(407)
Right-of-Way Plans(r).pdf

✖Liberty_Route
291_Socioeconomic Impact
Memo.pdf

✖2023_11_14_STBG-
3392(407) Preliminary Plans
RER Submittal(revised).pdf

✖Wetland Delineation
Report_Route291_Final.pdf

✖T&E Memo_Final.pdf

✖Notice Criteria Tool.pdf

✖Figure 2- Topography
Map.pdf

✖Figure 1- Project Corridor
Map.pdf

- Required Information to be attached for each RER stage:**
- Location map (county map, topographic map or aerial map) showing the project limits
 - plan sheets
 - KMZ files showing tree clearing limits and/or plans
 - permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

RER Environmental Screenings

Farmland Impact

Status Information:

☒ N/A

☐ Pending

☐ Cleared

Clearance Date:

Environmental Response:

UPDATE 3/5/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding farmland impacts as described below. INITIAL SCREENING: The project is in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action:

Attachments:

☒ Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Holly Cantrell - 3/5/2024 10:35:00 AM

Floodplain/Regulatory Floodway

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: UPDATE 3/13/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding floodplain/regulatory floodway impacts as described below. INITIAL SCREENING: According to the attached FEMA floodplain map, the project is not located in the 100-year floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action:

Attachments:

✖ FIRM Panel#
29047C0227E.png

✖ FEMA Screenshot RER#
2024-08-00056.PNG

☒ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Cassie Baumgartner - 3/13/2024 2:10:23 PM

Land Disturbance / Stormwater

Status Information:

☒ N/A ☐ Possible Issues Noted

Clearance Date:

Environmental Response: UPDATE 3/13/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding Land Disturbance/Stormwater impacts as described below. INITIAL SCREENING: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

Attachments:

☒ Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Cassie Baumgartner - 3/13/2024 2:10:46 PM

FEMA/SEMA Buyout

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

09/06/2023

Environmental Response: UPDATE 3/13/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding FEMA/SEMA buyout sites as described below. INITIAL SCREENING: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout properties in the vicinity of the project. The project will not result in development on any FEMA buyout properties.

LPA Action: None.

Attachments:

☒ FEMA/SEMA Buyout Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Cassie Baumgartner - 3/13/2024 2:12:38 PM

Socioeconomic Impact

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

01/18/2024

Environmental Response: UPDATE 3/5/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding impacts as described below. UPDATE 1/18/24: Based on a review of the attached memorandum, the project sponsor has confirmed that no ROW or permanent easements are anticipated for the proposed project but that temporary construction easements will occur throughout the project area and total approximately 0.1 acre. Documentation of the June 1, 2023 meeting is included in Appendix B to the attached memorandum. This meeting was held on Thursday, June 1st, 2023, from 4:00 p.m. to 6:00 p.m. at the Relevant Church (101 N Forest Ave, Liberty, MO 64068). A summary of the meeting is found in Appendix C to the attached memorandum. The meeting was advertised on the City of Liberty's website, press releases, social media, and postcards mailed to a distribution list that was comprised of nearby businesses and property owners. Press release outlets included the Courier-Tribune, and KC Parent. More than 20 individuals attended the public open house and office hours, and six surveys were received during the duration of the meetings. Others gave verbal comments and interacted with the exhibits available during the open house. The majority of attendees were property or business owners along the Route 291 corridor. 72 public surveys were received through the project website. Additional detail can be found in Appendix C to the attached memorandum. Additionally, the attached memorandum notes that the city of Liberty will continue to notify the public of travel disruptions at least 30 days in advance of construction using press releases and changeable message boards. The city will post construction changes and detours on its website. The city will ensure the contractor places appropriate signage to communicate detours and safety and must position construction staging areas to maintain access to residences at all times during construction. UPDATE 11/14/23: The public will be kept informed of the proposed project as part of the LPA's Traffic Management Plans. Additionally, information is published on the City website detailing the Project and can be accessed via the following link: <https://storymaps.arcgis.com/stories/6e512b01873541d289b020207849fa51>. An initial public meeting has been held and a second public meeting is planned for early 2024 which will include more defined project information. INITIAL SCREENING: The project does not require commercial or residential displacements; however, the project likely requires new temporary easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Road closures and detours will not be necessary during construction; however, temporary lane drops during construction may be warranted. The public would be notified in advance of proposed traffic control measures, including the proposed lane drop. Based on a review of EJSCREEN, no low-income or limited English proficiency (LEP) populations were identified within the project area; however, one minority (people of color) population (81 percentile) was identified within the project area. There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction. Additional information regarding public involvement and confirmation of property acquisition is needed to clear this section. Section will remain pending until public involvement is held and supporting documentation is uploaded to the RER.

LPA Action: UPDATE 3/5/24: Please update the RER fields to reflect the currently proposed acquisition amounts - current plans now note that permanent easements are warranted, and the RER form currently indicates "0". UPDATE 1/18/24: The requested information and documentation has been provided. As the project progresses, please continue to adhere to items 1, 2, and 6 from the initial screening. UPDATE 11/14/23: Additional detail has been provided on the planned public involvement. For the public involvement that has already occurred (the public meeting referenced in the 11/10/23 LPA update to the RER), please upload documentation of that engagement and include any meeting minutes and any materials presented on this project and the proposed closure and detour route, as well as any sign-in sheets, any comments received, and any responses to those comments. Please note that it is MoDOT process to always include documentation of completed public involvement as an upload to the RER, regardless of document scope or type. Also, it remains unclear if the .01 acre of temporary easement noted in the RER includes the areas noted on the plans as "committed project area" and "add alternate project area", or if these areas represent additional right-of-way or easement. Please confirm to allow for accurate estimation of right-of-way and easement totals for this project. INITIAL SCREENING: 1. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. 2. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures. 3. Please provide detail on the planned public engagement. 4. Once the planned public engagement has occurred, please upload documentation of that engagement and include any meeting minutes and any materials presented on this project and the proposed closure and detour route, as well as any sign-in sheets, any comments received, and any responses to those comments. 5. Please provide additional information regarding the provided plans as to what activities will occur within areas designated as "committed project area" and "add alternate project area" and whether right-of-way or easements are anticipated within these areas. Upload this information to the RER and update, as warranted, the RER fields to confirm any ROW or easements (temporary or permanent) warranted for the proposed project. LPA 6. Ensure that the minority population located within the project area is not disproportionately impacted by project construction. If impacts are anticipated, notify the environmental specialist as soon as possible.

Attachments:

☒ Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Holly Cantrell - 3/5/2024 10:46:33 AM

Threatened & Endangered Species

Status Information:

☒ No Effect ☐ Pending ☐ Cleared

Clearance Date:

11/21/2023

Environmental Response: UPDATE 3/13/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding TE species impacts as described below. 11/21/2023 UPDATE: We have completed the TE review for the Route 291 Improvements project in the City of Liberty, Clay County. A copy of the effects determination document is attached to this email and has also been uploaded to the TE section of the RER. The USFWS IPaC lists the following species for the project area: Gray bat, Indiana bat, northern long-eared bat, and tricolored bat (proposed endangered). There are no critical habitats located within the project limits. The consultant had not yet received the MDC follow-up report at the time this effects determination was completed. In lieu of the follow-up report, the MoDOT contractor reviewed the NHD for known occurrences of state-listed species and species of conservation concern within 1.0 mile of the project; no occurrences were documented within this distance. Based on this information, no impacts to state-listed species or species of conservation concern are anticipated as a result of the project. The project will not impact any known caves. A survey indicated there was no evidence of bats roosting within the existing box culvert. The project will not clear any trees. As the designated non-federal representative of FHWA for USFWS Section 7 ESA requirements, MoDOT has determined the project will have No Effect on the gray bat, Indiana bat, and northern long-eared bat. The project will not jeopardize the continued existence of the proposed tricolored bat. This completes the TE requirements for the project. 11/15/2023 UPDATE: The consultant provided a T&E Memo which includes an IPaC official species list for the county, an MDC Natural Heritage Review initial report (Level 2), and effects determinations for IPaC-listed species. The report states that no potential habitat for listed state and federal species was observed within the project area. Additionally no trees are anticipated to be removed based on project limits. If required, trees will be removed between the required tree clearing restrictions (October 31st to March 1st). Preliminary plans were also uploaded to the RER. INITIAL SCREENING: Impacts to threatened and endangered species must be assessed for this project.

LPA Action: 11/21/2023 UPDATE: Complete. 11/15/2023 UPDATE: All initial screening action items have been provided. A No Effect determination will be made under the assumption that tree clearing will not be conducted in association with this project. If tree clearing is anticipated, MoDOT must be contacted prior and additional actions will be required (for example - location and photographic documentation of trees anticipated for removal). Please update the RER to show 0.0 acres of tree clearing. INITIAL SCREENING 1. Access the US Fish and Wildlife Service (USFWS) IPAC online tool at <http://ecos.fws.gov/ipac/> to obtain the official list of species for your county. 2. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at <https://naturalheritagereview.mdc.mo.gov/> and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. 3. Provide the amount, location, and time of year for tree clearing, or indicate there will be no tree clearing. 4. If there will be tree clearing, photograph the trees so that bark characteristics of the main trunk and large branches, along with any cavities, are clearly illustrated. 5. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 6. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 7. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:

✖FW_TE Complete - No Effect STBG-3392407, Clay, Route Improvements in Liberty.pdf

✖STBG-3392407_MoDOT-Effects-Determination_Clay_Route 291 Improvements_FINAL.pdf

☒ Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Cassie Baumgartner - 3/13/2024 2:12:58 PM

► Migratory Birds

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

11/15/2023

- Environmental Response: UPDATE 3/13/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding Migratory Birds as described below. 11/15/2023 UPDATE: Based on the documentation submitted by the consultant, there is no evidence of birds nesting/bats roosting under the existing box culvert. Therefore, there are no conflicts or concerns regarding the Migratory Bird Treaty Act. INITIAL SCREENING: Determine whether any bridges (or box culverts) could be impacted by the project. If there are no bridges (or box culverts) involved in the project, notify the MoDOT environmental specialist. If there are bridges (or box culverts) - Swallows and other bird species protected by the Migratory Bird Treaty Act (MBTA) may be nesting under the bridge that will be demolished or otherwise impacted during this project. To comply with the MBTA, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates. 09/06/2023 UPDATE: While the information provided in the initial RER submission indicated that the project will not impact bridges or other structures, it appears there may be a box culvert near the proposed connector from Blue Jay Drive to Lowes Home Improvement. Photographs of the inside of the box culvert are requested in order to determine if there are no concerns related to migratory birds and no conflicts with the MBTA
- LPA Action: 11/15/2023 UPDATE: None. Section cleared. INITIAL SCREENING: Determine whether any bridges/box culverts could be impacted by the project and indicate this in the T&E documentation that is submitted to MoDOT. If any bridges could be impacted by the project, assess for the presence of migratory birds under the bridge prior to demolition of the bridge. Take photographs of underneath the bridge and provide an explanation as to whether there are nests and/or unusual staining on the bridge, and upload this to the RER along with the remaining T&E documentation as instructed under the T&E section of the RER. If there are no bridges in the project limits, inform the environmental specialist.

Attachments:

☒ Migratory Birds Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Cassie Baumgartner - 3/13/2024 2:09:55 PM

► Hazardous Waste Impact

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

09/06/2023

- Environmental Response: UPDATE 3/13/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding hazardous waste impacts as described below. INITIAL SCREENING: According to the attached DNR E-START map, there are seven Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. Four of the sites (Freedom Chevrolet, Western Truck Stop, L&M Enterprises, and Auto Dealership) are identified as petroleum or hazardous substance storage tank closures or regulated releases which were addressed prior to the adoption of the 2004 Missouri Risk-Based Corrective Action Guidance for Petroleum Storage Tanks. Two of the sites (HyVee Gas and Casey's General Store) were identified as operating UST facilities with no known releases. The seventh site, ASAP, was identified as a petroleum/hazardous substance storage tank closure or regulated release which was addressed under the Missouri Risk-Based Corrective Action Guidance for Petroleum Storage Tanks. Evaluation of environmental media found that concentrations of any remaining contaminants, if present, do not pose an unacceptable risk to human health or the environment provided that Activity & Use Limitations applied to this property remain in place. There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration.
- LPA Action: If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands. Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible

Attachments:

✖ [DNR E-Start RER# 2024-08-00056.pdf](#)

☒ Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Cassie Baumgartner - 3/13/2024 2:12:21 PM

Wetland Impact (Section 404/401)

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

05/07/2024

Environmental Response: 5/6/2024 UPDATE: The Corps of Engineers has determined that this activity is authorized under Section 404 of the Clean Water Act, and Section 10 of the Rivers and Harbors Act, by an existing Department of the Army nationwide permit for NWP #14, Linear Transportation Projects, Maintenance Activities, as described in the January 13, 2021 and December 27, 2021 Federal Register(s), Reissuance and Modification of Nationwide Permits. This NWP verification is valid until March 14, 2026, unless the District Engineer modifies, suspends, or revokes the nationwide permit authorizations in accordance with 33 CFR 330.5(d). If you commence, or are under contract to commence, this activity before the nationwide permits expire, you will have 12 months after the date the nationwide permit expire or are modified, suspended, or revoked, to complete the activity under the present terms and conditions of these nationwide permit. UPDATE 3/13/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding wetland impacts as described below.

11/15/2023 UPDATE: The consultant provided a wetland delineation report for the project. According to Section 1.4.3 of the report, "Data on the location of potential WOTUS was collected early in the design phase to maximize avoidance of water resources in the potential project area. Preliminary design has included placement of infrastructure in such a way as to minimize the placement of fill in potential WOTUS identified. Preliminary design estimates permanent impacts to less than 0.01 acre of assumed jurisdictional wetlands. The wetlands will be impacted by sidewalk installation, slope grading, and general fill placement. The channel and conservation easement will not be impacted by project activities." Additionally, "Due to the nature of the impacts planned to the assumed jurisdictional waters, the project appears to qualify for a Nationwide Permit #14 for Linear Transportation Projects under Section 404 of the Clean Water Act." INITIAL SCREENING: According to the attached USFWS National Wetlands Inventory Mapper, there are wetlands in the vicinity of the project area. A riverine feature is depicted extending north-south through the central portion of the triangle. A review of Google Earth imagery indicated the potential presence of a stream or linear wetland in the vicinity of the proposed connector from Blue Jay Drive to Lowes Home Improvement. The project may have impacts to wetlands or waters of the U.S.

LPA Action: 11/15/2023 UPDATE: Based on the information provided, MoDOT agrees the project will likely qualify for a Nation Wide Permit. Please confirm with USACE and provide a follow up. INITIAL SCREENING: Although MoDOT staff conducted a desktop review using the USFWS NWI Mapper, the LPA/consultant should conduct and document a field check to determine the presence of wetlands and waters of the U.S. within the project area. If temporary or permanent wetland impacts will result, or if fills will be placed within waters of the U.S. then the project will require submittal to the US Army Corps of Engineers (USACE) for a jurisdictional determination and permit approval. If permanent fill is less than 0.5 acre, the project should qualify for a Nationwide Permit (NWP). Most NWPs are automatically certified for 401 Water Quality Certification. These general water quality conditions as well as USACE Nationwide permit regional conditions, and any other conditions, must be followed during project construction. If a USACE Section 404 permit is required, submit the permit application, MoDOT T&E determinations, and the SHPO letter to the USACE. Upload the permit to the RER once received.

Wetland Permit Information:

404 Permit Number
NWK-2024-00090

Permit Submitted
03/29/2024

Permit Received
04/22/2024

Permit Expiration
03/14/2026

Compliance Certification Sent

Compliance Certification Received

Attachments:

NWI Screenshot of Central Portion of Project Area RER# 2024-08-00056.PNG

NWI RER# 2024-08-00056.PNG

☒ Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Cassie Baumgartner - 5/6/2024 12:23:25 PM

Noise Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: UPDATE 3/5/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this does not change the initial screening determination regarding noise impacts as described below. INITIAL SCREENING: This is a Type III project and a noise analysis is not required.

LPA Action:

Attachments:

☒ Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Holly Cantrell - 3/5/2024 10:47:04 AM

Cultural Resources Impact (Section 106/Historic 4f)

Status Information:

☐ Pending ☒ Cleared

Clearance Date:

Environmental Response: UPDATE: 3/15/24 - The project now requires permanent easements as well as temporary easements and continues not to require any new ROW. All project undertakings proposed will occur within the original APE that was previously reviewed. The original No Historic Properties Affected determination remains valid. MoDOT has determined that the project is covered by Section V, Item 6, 7, 8, and 9 of the Programmatic Agreement Among the Federal Highway Administration, the Missouri Highway and Transportation Commission, the Advisory Council on Historic Preservation, and the Missouri State Historic Preservation Office for Minor Highway Projects. The project will result in No Historic Properties Affected and no additional Section 106 consultation is required at this time.

LPA Action: *11/20/2023* the PA form noting this project has been cleared has been uploaded. A form documenting this project was cleared through the PA will be uploaded by MoDOT and this section marked cleared at that time. Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope) the project will need to be reevaluated and additional clearances may be required.

Attachments:

 PA Packet 2024-08-00056.pdf

☐ Adverse Effect or Conditional No Adverse Effect

☒ Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by: Haley Rush on 09/06/2023 NA Approved on: 11/20/2023

☒ Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kory van Hemert - 3/15/2024 12:32:04 PM

Public Land Impact (Section 4f/6f)

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: UPDATE 3/5/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, as no Section 4(f) or Section 6(f) resources were identified within the vicinity of the proposed project, this does not change the initial screening determination described below. INITIAL SCREENING: According to a review of Google Earth imagery, there are no Section 4(f) resources within the immediate vicinity of the project area. The project would not result in a use to any Section 4(f) properties and no conversion of any Section 6(f) lands.

LPA Action:

Attachments:

- ☒ Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Holly Cantrell on 09/07/2023

☒ Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Holly Cantrell - 3/5/2024 10:48:01 AM

Other

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

11/14/2023

Environmental Response: UPDATE 3/5/24: Based on a review of the recently uploaded Right-of-Way plans (dated 01/25/2024, file dated 1/30/2024), the project now warrants acquisition of permanent easements (previously provided information only indicated temporary construction easements). However, this change is not expected to affect the FAA Notice Criteria determination as it does not relate to the height or general location of the proposed improvements. Additionally, there are no WRP easements in the vicinity of the project. UPDATE 11/14/23: Based on the attached FAA Notice Criteria Tool response, the improvement does not exceed the Notice Criteria and no further action is required. INITIAL SCREENING: The project is within 4 miles of Roosterville Airport, an existing public use airport.

LPA Action: Access FAA's Notice Criteria Tool at: <https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm> After entering improvement information into the FAA tool, filing information will be determined with one of two outcomes: (1) the improvement will need to be filed with the FAA, or (2) the improvement does not meet the FAA's filing requirement and no further action is required. Upload all documentation to the RER. This section does not have to be complete to obtain a NEPA date or A-date but must be completed before the environmental specialist issues All Environmental Issues Cleared.

Attachments:

☒ Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Holly Cantrell - 5/6/2024 1:59:02 PM

NEPA Classification

NEPA Right-Of-Way Permission:	Can Proceed to Buy R/W	as determined or approved by:	KYLE.GRAYSON@MODOT.MO.GOV
NEPA Approval/Proceed to A-date Request:	11/28/2023	Re-evaluation Date:	03/19/2024
NEPA Classification:	PCE		
This project qualifies for the programmatic categorical exclusion under Item#:	26	All Environmental Issues Cleared:	05/16/2024
Commitments and/or Comments to Sponsor:	UPDATE 05/16/24: If there are any changes in the scope of the project, MoDOT's Environmental section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. PCE approved for A-Date request was provided on 11/28/23, a re-evaluation confirming all previous clearances (with the exception of Section 404/wetlands and streams) was provided on 03/19/2024, and approval has now been issued for All Environmental Issues Cleared as of 05/16/24. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN. Please note the following points of contact for the environmental review: -For Farmland, Socioeconomic, Noise, and Public Lands: Holly Cantrell, holly.cantrell@modot.mo.gov, 615-649-7391 -For Floodplain/Floodway, Land/Stormwater, FEMA/SEMA, T/E, Migratory Birds, Wetlands, and HazMat: Cassie Baumgartner, cassie.baumgartner@modot.mo.gov, 615-760-0185; and/or Aaron Stolte, aaron.stolte@modot.mo.gov, 612-326-9510 -For Cultural Resources: Archaeology: Geordon Taylor, geordon.taylor@modot.mo.gov, 918-895-6596 Historic Architecture: Kory Van Hemert, kory.vanhemert@modot.mo.gov, 918-907-3512 UPDATE: 03/19/24 - All sections have been re-evaluated and cleared with the exception of Section 404/ - wetlands and streams. Once the Section 404 permit is received, MoDOT will issue a PCE 26 re-evaluation cleared date. Initial screening: If there are any changes in the scope of the project, MoDOT's Environmental section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. The LPA/consultant should review all sections above including those marked as cleared/green. PCE approved as of 11/28/23 as the Cultural Resources, Threatened & Endangered Species, Noise, and Public Lands sections are now cleared. An All Environmental Issues Cleared date will be provided once all sections are marked as cleared/green.		

Attachments:

✖2024.05.16_RER#2024-08-00056_KC_3392407_Updated MoDOT Concurrence.msg

✖2023.11.27 RER 2024-08-00056_KC_3392407_MoDOT PCE Concurrence.msg

Last Submitted: 05/16/2024 by [Holly Cantrell](#)



RIGHT OF WAY CLEARANCE CERTIFICATION STATEMENT

DATE: January 6, 2024

TO: District Right of Way Manager

FROM: John Findlay, City Engineer, City of Liberty Mo

**Gregory
S. Wood**

Digitally signed by
Gregory S. Wood
Date: 2025.01.08
07:35:41 -06'00'

SUBJECT: Right of Way Clearance Certification
November/28/2023 Date of NEPA Clearance
Entire Project Extent of Clearance
City of Liberty, Mo Name of Sponsor
M-291/Blue Jay Project Name
Drive Traffic Signal and Stewart Road/M-291 Intersection Improvements
Project
STBG-3392(407) Federal Project Number
497+96.53 to 552+71.56 Termini of the Entire Right of Way Project
497+96.53 to 552+71.56 Termini of the Portion of Project Being Cleared

The above referenced city certifies the following:

- A. Right of Way Required - No Personal Property Moved - No Relocation Assistance Required
1. We certify that all necessary right of way, easements and access rights have been acquired in accordance with the Titles 49 and 23 CFR.
 2. Legal and physical possession of all parcels has been obtained.
 3. The steps relative to relocation advisory assistance and payments were not required.

Parcel Acquisition Detail:

There were (6) parcels on this project that required the acquisition of right of way, easements and/or access rights.

There were (6) parcels acquired by negotiation.

There were (0) parcels acquired by donation.

There were (0) parcels that were acquired by condemnation.

There were (0) parcels settled administratively for an amount other than the approved offer.

There were (0) parcels that were appraised and subsequently voided and not acquired.

There were (0) parcels that were deleted from the project, if any.

Responsibility of Parcel Acquisition:

There were (0) parcels that were acquired by MoDOT personnel.

There were (0) parcels that were acquired by Local Public Agency personnel.

There were (6) parcels that were acquired by Contract Negotiator(s) on the MoDOT Roster.

Expenditure Detail

There was \$22,850.00 spent on total Acquisition of land, realty rights, and improvements.



John Findlay, P.E.
City Engineer
2025.01.06 16:01:56-06'00'

LPA Agency Signature

01/06/2025

Date



John Findlay <jfindlay@libertymo.gov>

RE: Request for ROW Approval - Project STBG-3392(407) City of Liberty - Entire Clearance

1 message

Gregory Wood <Gregory.Wood@modot.mo.gov>

Wed, Jan 8, 2025 at 8:01 AM

To: jmartinez <jmartinez@libertymo.gov>, CO ROW <corow@modot.mo.gov>

Cc: Katie Jardieu <Katie.Jardieu@modot.mo.gov>, John Findlay <jfindlay@libertymo.gov>, "Paulwell, Lauren (FHWA)" <lauren.d.paulwell@dot.gov>

Good morning, I concur with the subject Entire Clearance. A conditional Clearance was previously approved on 8/1/2024. The Entire Clearance Certification with my signature can be found in SMS. The pdf was too large to attach to this email.

You may move forward to the construction phase of your project.

Thank you.

Gregory S. Wood

Right of Way Liaison

Missouri Department of Transportation

Jefferson City, MO 65102

Office: 573-751-7716

Cell: 573-508-9883

Gregory.Wood@modot.mo.gov

From: Joshua Martinez <jmartinez@libertymo.gov>

Sent: Tuesday, January 7, 2025 11:36 AM

To: CO ROW <corow@modot.mo.gov>

Cc: Katie Jardieu <Katie.Jardieu@modot.mo.gov>; Gregory Wood <Gregory.Wood@modot.mo.gov>; Mendy J. Sundermeyer <Mendy.Sundermeyer@modot.mo.gov>; John Findlay <jfindlay@libertymo.gov>

Subject: Request for ROW Approval

All Concerned,

I have placed the final documents for ROW Approval in the external SharePoint Site as shared by Mendy Sundermeyer. The documentation is in the "General LPA Project Documents" Folder under the "City of Liberty, Route 291" sub-folder.

There are two files in the folder:

- 1) "6.5.1) [100 Route 291_Authority](#)" which had to be uploaded separately as it was protected.
- 2) "ROW Clearance Request - 291 Signed" the compiled file with all other documents.

When downloaded the "ROW Clearance Request" file has bookmarks to make it easier to look through. If you have any questions or comments please let me know.

Thank you all for the support in getting it uploaded and shared.

--

Sincerely,

Joshua Martinez, I.E. | Capital Projects Engineer

w. 816-439-4502 | c. 816-681-5621

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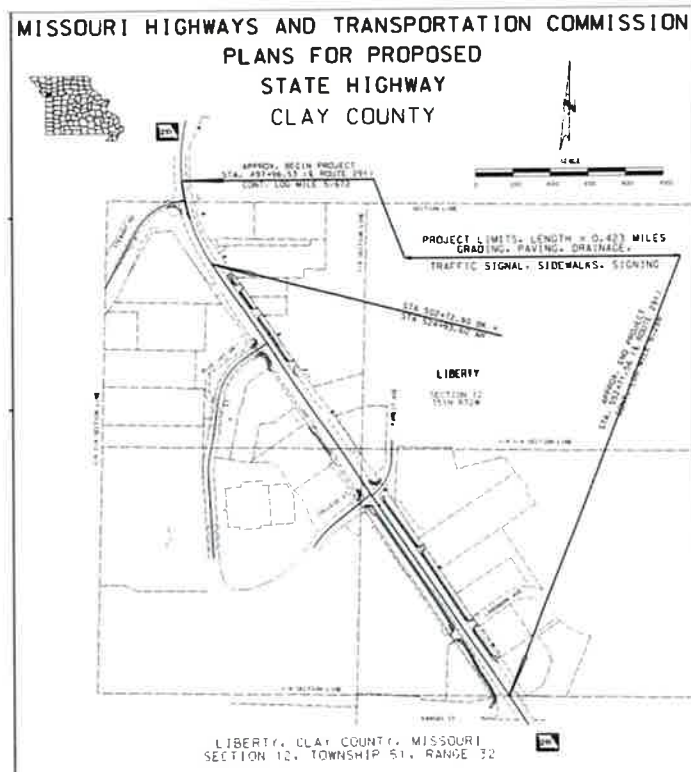
City of Liberty, Missouri · Public Works



LETTER OF NO IMPACT TO RAILROADS

DATE: June 6, 2024
TO: District Right of Way Manager
FROM: John Findlay, City Engineer, City of Liberty Mo
SUBJECT: Statement of No Impact to Railroads for M-291/Blue Jay Drive Traffic Signal and Stewart Road/M-291 Intersection Improvements Project: STBG-3392(407)

The City of Liberty certifies that the above referenced project has no discernable impact on railroads.



John Findlay, P.E.
City Engineer
2025.01.13 11:11:06-06'00'

LPA Agency Signature

Date



Date:

To: District Liaison Engineer, Design
MoDOT

SUBJECT: Missouri Route 291, Clay County
M-291/Blue Jay Drive Traffic Signal and Stewart Road/M-291
Intersection Improvements Project
Job No. STBG-3392(407)
Utility - Letter of Certification

LETTER OF CERTIFICATION UTILITIES "STATUS"

This project is scheduled to be let on October 15, 2024. Scope of work:

- intersection improvements at M-291 and Stewart Rd;
- intersection signalization at M-291 and Blue Jay Dr.;
- pedestrian improvements from the North Havens Center commercial development to Kansas St.;
- and all other associated work.

The utility status is as follows:

City of Liberty, MO

Proposed storm sewer installation will require the adjustment of water main on the east side of Route 291, near station 531+49. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Water main on the east side of Route 291 from approximately station 540+40 to station 541+75 will need to be potholed prior to grading operations to verify proper cover and to verify field location of line.

Proposed grading on the east side of Route 291 will require the fire hydrant and valve near station 541+66 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed grading on the east side of Route 291 will require the water valves near station 541+87 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed grading on the west side of Route 291 will require the water valve cluster near station 541+96 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water main on the west side of Route 291, near station 542+86. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed grading on the west side of Route 291 will require the water valve cluster near station 543+98 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water line on the west side of Route 291, near station 543+98. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water main on the west side of Route 291, near station 545+80. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water main on the west side of Route 291, near station 547+92. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation may require the adjustment of water line on the east side of Route 291, near station 548+68. The contractor shall coordinate with the City representative in the field to verify exact location prior to construction.

Proposed storm sewer installation will require the adjustment of water line on the east side of Route 291, near station 548+93. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed curb and sidewalk on the west side of Route 291 will require fire hydrant and water valve cluster near stations 548+84 and 548+91 to be adjusted to match proposed grade. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of water line on the west side of Route 291, near station 550+04. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed sidewalk on the west side of Route 291 will require fire hydrant and valve near station 551+70 to be adjusted to match proposed grade. Construction operations may also require relocation of hydrant. The contractor shall coordinate with the City representative in the field for proper adjustment details.

Proposed curb on the west side of Route 291 will require the relocation of water valve cluster near station 552+37. The contractor shall coordinate with the City representative in the field for proper relocation details.

AT&T DISTRIBUTION

Proposed storm sewer installation will require the relocation of fiber vault, fiber marker and fiber line on the east side of Route 291, from approximately station 526+25 to approximately station 527+62. The relocation will be completed prior to the notice to proceed.

Proposed grading along the east side of Route 291, from approximately station 540+50 to station 543+05 may require adjustment of fiber line. The contractor shall coordinate with the AT&T representative in the field to ensure proper cover and to avoid damage to the line.

Proposed storm sewer installation will require the relocation of fiber line on the east side of Route 291, from approximately station 543+05 to station 543+86. The relocation will be completed prior to the notice to proceed.

Proposed grading along the east side of Route 291, from approximately station 543+86 to station 547+70 may require adjustment of fiber line. The contractor shall coordinate with the AT&T representative in the field to ensure proper cover and to avoid damage to the line.

Proposed grading on the east side of Route 291 will require the fiber vault near station 544+98 to be adjusted to match proposed grade. The contractor shall coordinate with the AT&T representative in the field for proper adjustment details.

Proposed storm sewer installation may require the relocation of fiber line on the east side of Route 291, near station 547.87. The contractor shall coordinate with the AT&T representative in the field to verify exact location prior to construction.

Proposed removal of storm sewer headwall will require the relocation of fiber line on the east side of Route 291, near station 550+68. The relocation will be completed prior to the notice to proceed.

SPECTRUM

Spectrum will need to verify and locate any affected facilities prior to construction operations for this projects, to determine if any conflicts exist.

SPIRE MO WEST

Proposed curb and sidewalk on the east side of Route 291 will require gas line marker near station 526+06 to be adjusted to match proposed grade. The contractor shall coordinate with the Spire representative in the field for proper adjustment details

Proposed storm sewer installation will require the adjustment of 4" gas main on the west side of Route 291, near station 542+87. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of 4" gas main on the west side of Route 291, near station 545+80. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of 4" gas main on the west side of Route 291, near stations 547+90 and 548+03. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of 4" gas main on the east side of Route 291, near station 547+98. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation will require the adjustment of 4" gas main on the west side of Route 291, near station 550+01. The contractor shall coordinate with the Spire representative in the field for proper adjustment details.

Proposed storm sewer installation may require the relocation of 4" gas main on the west side of Route 291, from approximately station 551+09 to approximately station 552+25. The contractor shall coordinate with the Spire representative in the field to verify exact location prior to construction.

EVERGY

Proposed storm sewer installation will require the relocation of guy anchor on the west side of Route 291, near station 552+21. The relocation will be completed prior to the notice to proceed.

Based on the above information, utility work will not impact the road contractor's progress for this project. We recommend approval of the PS&E on this project.



John Findlay, P.E.
City Engineer
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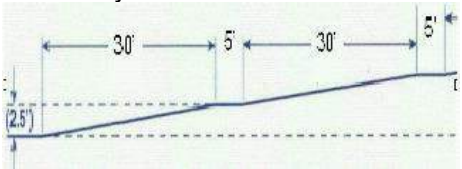
LPA Person in Responsible Charge Signature

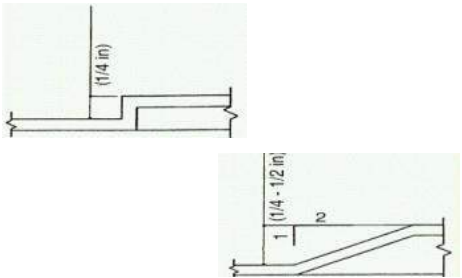
ADA CHECKLIST

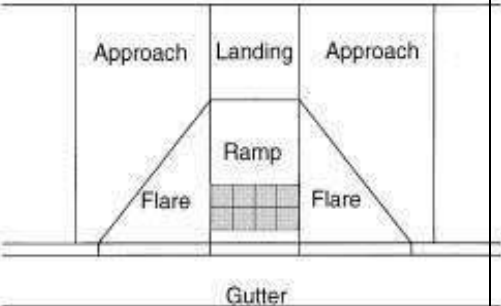
Revised December 22, 2022

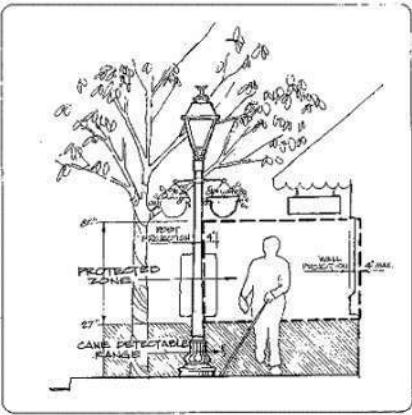
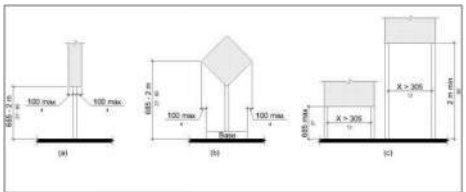
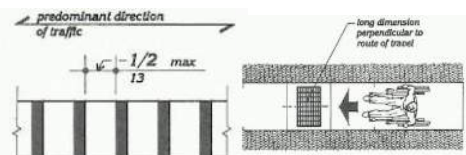
Job No. _____ Route _____ County _____ Location _____

Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Width 	- The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. - The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. - MoDOT Sidewalks shall be 5 feet wide minimum. ² - MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. ² - Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. ² - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
Passing Spaces	- Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. - Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.			
Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	- The running slope of a pedestrian access route shall be 5 percent maximum. <u>Roadway Grade Exception:</u> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. - Running Slopes shall be measured using a calibrated 2 foot long digital level.			

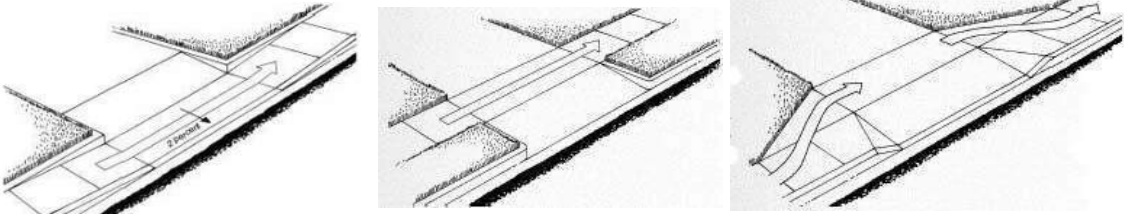
Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level.			
Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run. 	• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Ramps shall have landings at the top and the bottom of each ramp run. • Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and ramps. • Edge protection shall be provided on each side of ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements ¹	YES	NO	NA
Vertical Alignment	- Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. - Grade breaks shall be flush. - Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. - Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.			
Changes in Level  	- Changes in level at grade breaks shall be flush. - Changes in level of ¼ inch high maximum shall be permitted to be vertical. - Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. - The bevel shall be applied across the entire level change. - Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.			

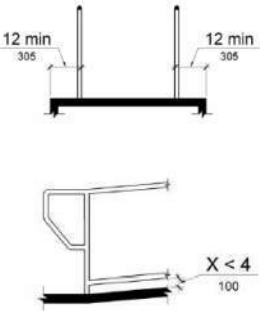
Figures/Examples	Requirements ¹	YES	NO	NA
Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user. Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.  The diagram illustrates a cross-section of a pedestrian access route. It shows a central 'Ramp' area with a grid pattern, flanked by 'Flare' areas. Above the ramp is a 'Landing' area, and below it is a 'Gutter'. The entire structure is flanked by 'Approach' areas. The diagram is labeled with 'Approach', 'Landing', 'Approach', 'Ramp', 'Flare', and 'Gutter'.	• The landing clear width shall be at least as wide as the widest ramp run leading to the landing. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. • The landing clear length shall be 5 feet long minimum. • Landing slopes shall be 2 percent maximum. • Changes in level at grade breaks shall be flush. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.			

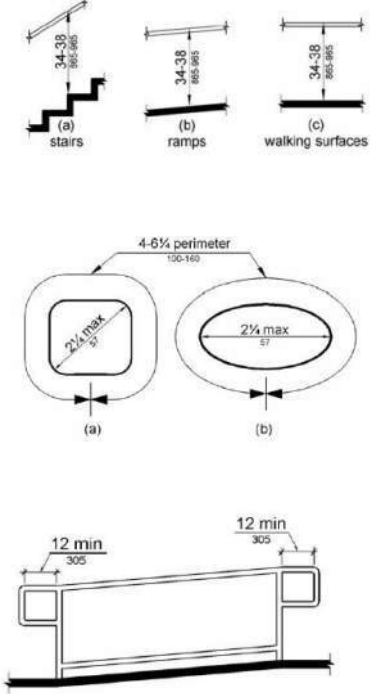
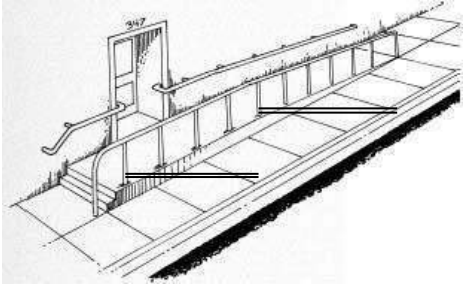
Figures/Examples	Requirements ¹	YES	NO	NA
 	- Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. - Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. - Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) - Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. - Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. - Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.			
   Wrong Installation	- Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.			

ENTRANCES (PROWAG R301)

Figures/Examples	Requirements ¹	YES	NO	NA
	- The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. - Cross slope shall be 2 percent maximum. - Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. ² 			

EDGE PROTECTION (PROWAG R406.8)

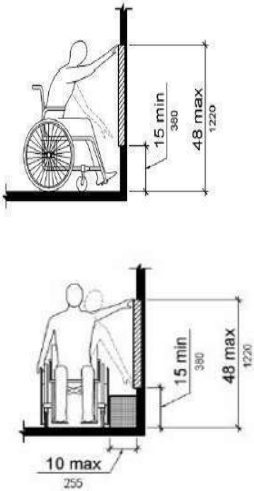
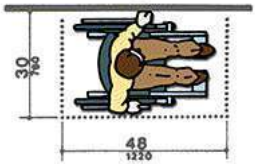
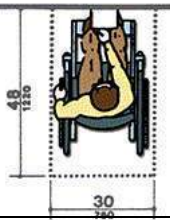
Figures/Examples	Requirements ¹	YES	NO	NA
	- Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. - A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. - Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. - Edge protection shall not be required on curb ramps and their landings. - Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. - Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.			

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements ¹	YES	NO	NA
 	- The clear width of walking surfaces shall be 4.0 feet minimum. - Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. - Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. - Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. - Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. - Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. - Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. - Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. - Handrails shall not rotate within their fittings. - Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. - At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. - At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. - See Edge Protection section above (also PROWAG 406.8) for additional details.			

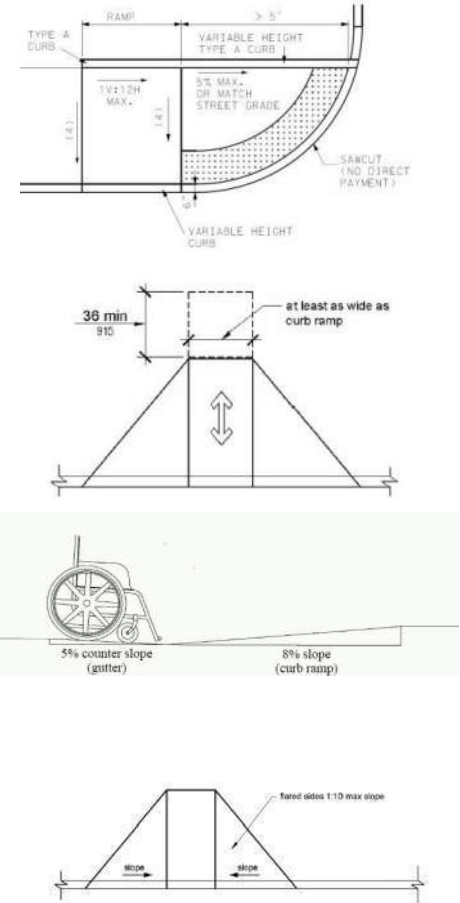
STAIRWAYS (PROWAG R407)

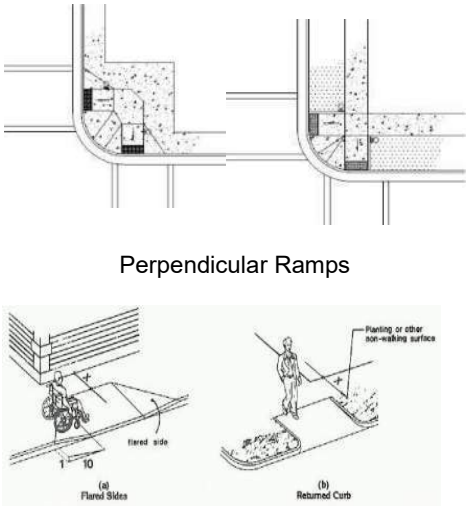
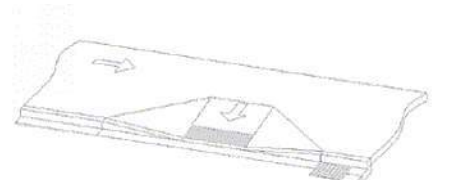
Figures/Examples	Requirements ¹	YES	NO	NA
	- All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. - Open risers are not permitted. - The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. - Stairs shall have handrails complying with PROWAG 2005 R408.			

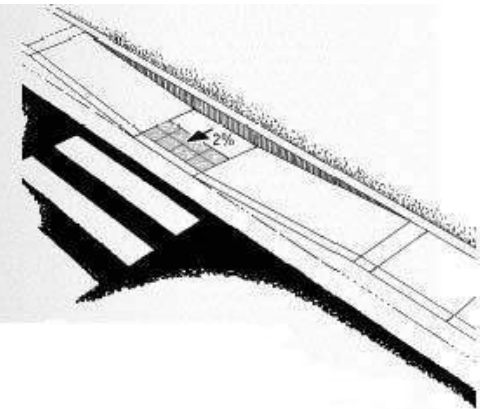
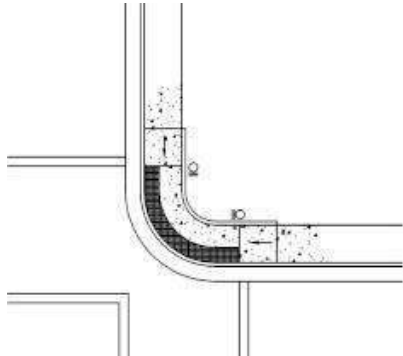
UNOBSTRUCTED REACH RANGES (PROWAG R406)

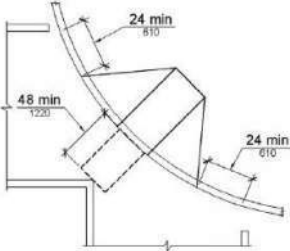
Figures/Examples	Requirements ¹	YES	NO	NA
	Forward Reach - Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. Side Reach - Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) Parallel Approach  Forward Approach 			

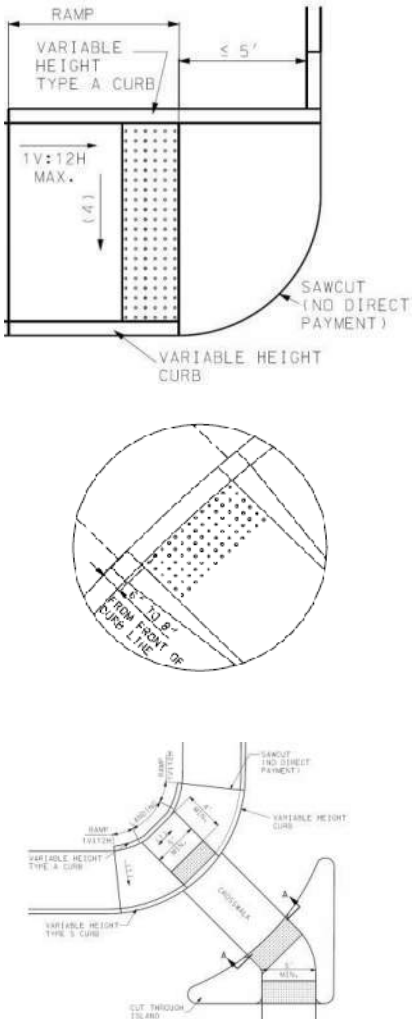
CURB RAMPS (PROWAG R303)

Figures/Examples	Requirements ¹	YES	NO	NA
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.  15 Foot Rule: For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.	- The clear width of ramps, excluding the flares, shall be 4.0 feet minimum. - Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. Exception: 15 Foot Rule: The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. - Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. - Ramps shall have landings at the top and the bottom of each ramp run. - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. - Handrails and Edge protection shall not be required on curb ramps and their landings. - Curb height = 0 inches within curb ramp spaces. 2 - Curb ramps must be flush with street. - The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. - Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. - Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.			

Figures/Examples	Requirements ¹	YES	NO	NA
 Perpendicular Ramps X = 4' Min. Flared Sides in Pathway Flared Sides Not in Pathway <u>Roadway Grade Exception:</u> Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway. 	• Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. • Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. • If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.			

Figures/Examples	Requirements ¹	YES	NO	NA
 Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.	• Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
	• Blended Transitions shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements ¹	YES	NO	NA
 	• Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.			

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	Requirements ¹	YES	NO	NA
A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way. 	• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. ² • Detectable warnings shall not be stamped into concrete.			

ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples	Requirements ¹	YES	NO	NA
 (a) cut through at island (b) curb ramp at island	- Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk. - Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides. - All median island passage spaces shall provide a clear width of 5 feet minimum. ² - Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. - Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. - Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions. - Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)

Figures/Examples	Requirements ¹	YES	NO	NA
    	- Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. - Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. - Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642. - A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. - Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart. - Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.			

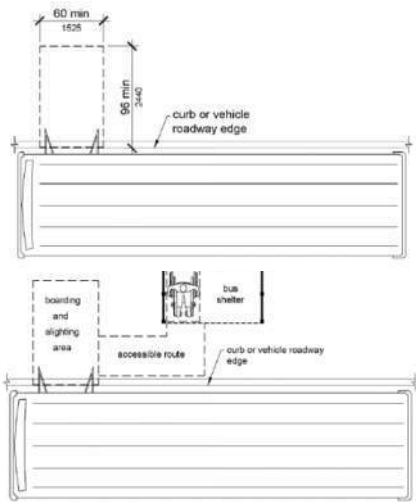
PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)

Figures/Examples	Requirements ¹	YES	NO	NA
 	• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.			

ALTERNATE CIRCULATION PATH (PROWAG R302)

Figures/Examples	Requirements ¹	YES	NO	NA
	• Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path.			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Figures/Examples	Requirements ¹	YES	NO	NA
	• Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area.			

¹ Any “NO” answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked “NO”. These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

² A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG

R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____	
Inspector Signature: _____	Date:
Contractor Representative Name: _____	
Contractor Representative Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: ☐ Project Office ☐ District Permit Office	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____ Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____	
Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: ☐ Project Office ☐ District Permit Office	



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 24, 2025

A/R No.: 2025-86

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance amending Ordinance No. 11672 approving an agreement for City of Liberty Project 22-003, M-291/Blue Jay Traffic Signal and Stewart/M-291 intersection improvements (Federal Aid Project STBG-3392(407)) with TranSystems Corporation to incorporate construction inspection services by increasing the agreement amount by \$194,435.00 from \$502,101.00 to an amount not to exceed \$696,536.00

Summary:

- Ordinance approving an amendment to Ordinance No. 11672 with TranSystems Corporations by accepting Supplement No. 3 in an amount not to exceed \$194,435.00
- The amendment provides for the addition of Construction Inspection Services to the contracted scope.

Background:

The City is seeking to amend the existing design contract for the M-291 improvements with TranSystems to include construction inspections. The improvements to be constructed include:

- Signalization of the intersection of Blue Jay Drive and M-291;
- Modification of the intersection of N. Stewart Road and M-291 with the installation of a median to eliminate dangerous left-turning movements into and out of N. Stewart Rd;
- ADA sidewalk improvements from Kansas St. to the North Havens Center commercial development.

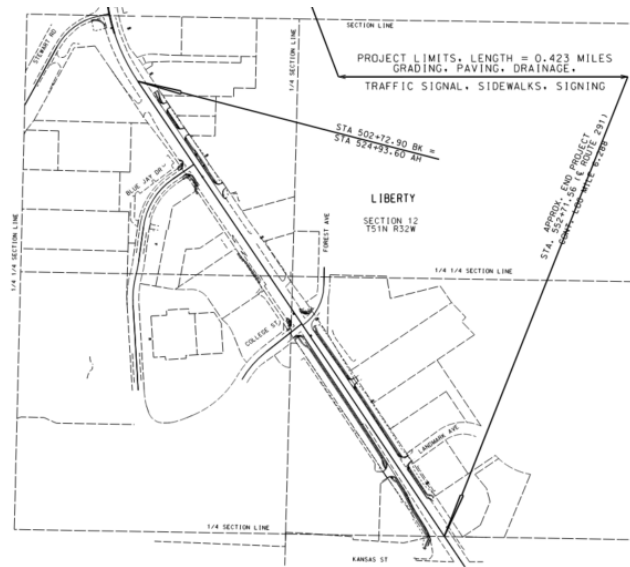


Figure 1 – Project Location

The existing design contract with TranSystems included the option to incorporate construction inspections as an addendum to the existing contract. The City has negotiated Supplement No. 3 to the existing contract with TranSystems for the inclusion of construction inspections/engineering in the amount of \$194,435.00.

It should be noted that the City will receive reimbursement for construction and construction inspection/engineering costs from both the Federal Government and the State of Missouri. The Federal government will be providing up to \$800,000.00 through a Surface Transportation Block Grant. The State of Missouri will be providing up to \$1,107,500.00 through a Cost Share agreement. All funding support will be provided as reimbursements for costs accrued. Reimbursable funding allocated to construction inspection/engineering totals \$97,500.00, meaning of the \$194,435.00 scoped \$97,500.00 can be reimbursed throughout the life of the project.

City staff recommend approving an ordinance that will authorize an agreement amendment with TranSystems Corporation, thereby incorporating construction inspections/engineering in the amount of \$194,435.00 for a total revised contract amount of \$696,536.00.

Previous Action (if applicable):

- Initial Design Contract Approved - November 14, 2022; Ordinance No. 11672 (\$225,000.00)
- Supplement No. 1 Inclusion of Traffic Signal Warrant Study - July 24, 2023; Ordinance No. 11796 (\$8,414.00)
- Supplement No. 2 Inclusion of Cost Share Application Design - September 11, 2023; Ordinance No. 11813 (\$268,687.00)

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Approved 03/13/2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 352-57034-201-000000	Amount: \$194,435.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. 2025-086 Amend Ord 11672 TranSystems Blue Jay Supp III - ORD (1)
2. Liberty Route 291 and Blue Jay - Stewart Road Supplement #3 (TS signed)

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11672 APPROVING AN AGREEMENT FOR CITY OF LIBERTY PROJECT 22-003, M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION IMPROVEMENTS (FEDERAL AID PROJECT STBG-3392(407)) WITH TRANSYSTEMS CORPORATION TO INCORPORATE CONSTRUCTION INSPECTION SERVICES BY INCREASING THE AGREEMENT AMOUNT BY \$194,435.00 FROM \$502,101.00 TO AN AMOUNT NOT TO EXCEED \$696,536.00

WHEREAS, a contract with TranSystems Corporation was approved on November 14, 2022 by Ordinance No. 11672; and

WHEREAS, Supplement No. 1 with TranSystems Corporation was approved on July 24, 2023 by Ordinance No. 11796; and

WHEREAS, Supplement No. 2 with TranSystems Corporation was approved on September 11, 2023 by Ordinance No. 11813; and

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to Ordinance No. 11672. Amendment authorizes funding for and accepts Supplement No. 3 thereby increasing the authorized agreement amount for City Project 22-003 by ONE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$194,435.00) from FIVE HUNDRED TWO THOUSAND ONE HUNDRED ONE AND 00/100 DOLLARS (\$502,101.00), in an amount not to exceed SIX HUNDRED NINETY SIX THOUSAND FIVE HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$696,536.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract amendment as described in Section I of this Ordinance.

ORDINANCE NO. _____(CONT.)

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

AMENDMENT AGREEMENT

The *Liberty Route 291 and Blue Jay/Stewart Road Agreement* dated the 14th day of **November 2022**, entered into between **TranSystems Corporation** as Prime Consultant and the **City of Liberty, MO**, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Amendment #3 to the original agreement dated November 14th, 2022 for additional work to "Basic Services". The additional work is outlined in the attached "**Exhibit A, Liberty Route 291 and Blue Jay/Stewart Road Supplement #3 – Construction Inspection Services**". As a result of the additional work, additional compensation of **\$194,435** is warranted.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this _____ day of March **2025**.

City of Liberty, MO

By: _____

TRANSYSTEMS CORPORATION

By: 
Shawn Turner
Principal, Senior Vice President

Contents

Project Information.....2

Construction Inspection Services2

Fee4

Project Information

Project No. STBG-3392(407)

City of Liberty, Missouri

Route 291 from just North of Stewart Road, Sta. 497+96.53 to just North of Kansas Street, Sta. 552+71.56 in Clay County.

The general scope of this work includes the project inspection, documentation, and construction administration activities. The Consultant shall discontinue services upon completion of this scope or upon reaching the limits of the contract fee whichever occurs first.

Construction Inspection Services

Project Description:

Project No. STBG-3392(407), Project Limits. Length 0.423 miles and includes grading, paving, drainage, traffic signals, sidewalks and signing.

Estimated Date of Construction services of May 1, 2025 - October 28, 2025.

1. Take responsible charge for the daily administration of the project following MoDOT LPA regulations in accordance with 136.11 labeled Local Public Agency for Construction.
2. Serve as the main point of contact between the business / property owners and the City of Liberty.
3. Schedule and administer a weekly construction progress meeting. Take and distribute meeting minutes to the City and other attendees. It is anticipated that one meeting per week for the duration of the project will be needed.
4. Ascertain that all tests are performed according to the contract documents.
5. Provide daily oversight of the project traffic control and detour signage. This task will also include reviews of nighttime traffic control set-ups and nighttime reviews (drive-thru's) of major traffic control phase changes.
6. Prepare and distribute change orders and submittals to the City and MoDOT LPA staff with recommendations for processing and approval.
7. Meet with the contractor, City of Liberty and MoDOT LPA staff personnel monthly to review, prepare and submit intermediate monthly pay estimates.
8. Be on-site when the contractor is working on all items of work, and all contract items that require inspections as designated in the Contract Documents and following MoDOT LPA EPG. It is anticipated that this will include work on items for contract pay and any subsidiary item to that line item. Major items of work such as bridge deck pouring, paving or other high cost or critical items may require more attention than other minor items of work.
9. Compile a Daily Observation Report that documents the contractor's construction activity, contractor's personnel and equipment utilized including daily photos. This information will be stored as directed by MoDOT and the City of Liberty.

10. Forward contractor requests for interpretation or clarification on the intent of the plans and/or specifications to the City and Design Professional for their review and response. Coordinate with the City, the communication of this response to the prime contractor.
11. Provide field book documentation of contract pay items daily and daily dairy as they are incorporated into the project.
12. Keep and maintain project files of the contractor's certifications of materials incorporated into the project and shop drawings. The City and Design Professional will approve all materials certifications prior to their incorporation into the project.
13. Determine whether or not the contractor is generally adhering to the specifications and plan documents through on-going observations.
14. Provide weekly oversight of the projects erosion control measures or after a ½ inch rain event on project required documentation if required by SWPPP.
15. Provide bi-weekly labor interviews on project required documentation.
16. Report to City, Design Professional and/or MoDOT LPA staff, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with plans, specifications, and design concepts.
17. Advise City Engineering personnel, and the contractor or its superintendent immediately of the commencement of any work requiring a shop drawing submission if the submission has not been accepted by the design professional or City.
18. Provide transportation, equipment, tools, and incidentals as necessary to perform construction site monitoring services.
19. Attend final walk-through of the project. Compile notes and distribute the final punch list to the prime contractor and to the City.
20. Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
21. Complete and submit to the City the final paperwork required by the contract documents.
22. Review the final pay estimate and the final change order and submit to the City, Design Professional and MoDOT LPA staff.
23. Attend final close out meeting with the City.
24. The inspector will be LPA certified by MoDOT.
25. Document all details as defined in the MoDOT LPA requirements.
26. Meetings as needed between MoDOT, City and Stakeholders.

Parking, computer, all necessary equipment to complete daily field activity review and other media necessary to provide construction observation services will be provided by the Consultant CO and not the City.

Fee

Base Contract (Liberty Route 291 and Blue Jay/Stewart Road) = \$403,839

Supplemental #1 (Traffic Signal Warrant Study) = \$8,414

Supplemental #2 (Cost Share Application Design) = \$89,848

Supplemental #3 (this agreement) = \$194,435

Total Fee = \$696,536



CITY COUNCIL ACTION REPORT

Meeting Date: March 24, 2025

A/R No.: 2025-89

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Approving an Agreement for the City of Liberty Project 24-023, Glenn Hendren Reconstruction Study Project, with George Butler Associates, Inc. in an amount not to exceed \$214,305.00

Summary:

- Ordinance approving a contract with George Butler Associates, Inc. (GBA) for the Glenn Hendren Reconstruction Study

Background:

The Glenn Hendren corridor in Liberty, Missouri, is the former eastern outer road for I-35. In the Liberty Comprehensive Plan, this corridor is identified as a priority for future improvements to transform the former outer road into a local street that serves all transportation users regardless of their preferred mode. In addition to increased transportation choices, the corridor should integrate green infrastructure improvements such as stormwater improvements. The study will be instrumental in influencing City staff, elected officials, developers, the public and grant administration organizations in the future when analyzing future developments and obtaining funding for the proposed improvements.

In December 2024, City staff advertised a corridor study of the Glenn Hendren corridor from Missouri Highway 291 to N. Lightburne St.

The project will promote concepts consistent with sustainable communities and the advancement of site-specific and project-specific activities within the centers and corridors planning framework. The project will meaningfully engage the community in a collaborative dialogue. The objective of the study is to engage the local community and assess the future requirements of the corridor to ensure seamless pedestrian, bicycle, BMP improvements, and vehicular connectivity along the corridor. Deliverables would be a comprehensive study that supports sustainable and complete street concepts and initiatives, including recommendations for infrastructure improvements to the corridor conducive to responsible development and service connections along the corridor.



**Figure 1 –
Project
Location**

Qualifications and Proposals were opened on January 13, 2025. There were a total of 4 applicants:

- Affinis
- Brungardt Honomichl & Company (BHC)
- GBA
- TranSystems Corporation (TranSystems)

After a review of qualifications by a selection committee, comprising staff from 3 departments, the top 3 firms (Affinis, GBA and TranSystems) were invited for interviews. After interviews, GBA was selected for the project.

During Scoping and Contract discussions/negotiations, the project scope was broken into the following tasks:

- Project Management
- Discovery
- Public and Stakeholder Engagement
- Scenario Planning
- Draft Concept
- Final Report & Presentations

City staff recommend approving an ordinance that will authorize a contract with George Butler Associates, Inc. for the selection of the Glenn Hendren Reconstruction Study (24-023) for a contract amount of \$214,305.

Previous Action (if applicable):

NA

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: Approved 03/13/2025
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NA	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
NA	Budget Committee	Completed/Recommended:
NA	Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 350-70017-203-000000	Amount: \$150,000.00
	Line Item: 351-70018-201-000000	Amount: \$64,305.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2025-089 Approve Contract with GBA for Glenn Hendren Proj ORD
2. Contract Glenn Hendren_24-023_Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR THE CITY OF LIBERTY PROJECT
24-023, GLENN HENDREN RECONSTRUCTION STUDY PROJECT WITH GEORGE
BUTLER ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$214,305.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and George Butler Associates, Inc. for the Glenn Hendren Reconstruction Study Project 24-023 in an amount not to exceed TWO HUNDRED FOURTEEN THOUSAND THREE HUNDRED FIVE AND 00/100 DOLLARS (\$214,305.00). A copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

SPONSOR: City of Liberty, Missouri

LOCATION: Liberty, Clay County, Missouri

PROJECT: Glenn Hendren Corridor Reconstruction Study Project (24-023)

THIS CONTRACT is between *the City of Liberty, Missouri*, (a Local Public Agency) hereinafter referred to as the "Owner", and *George Butler Associates, Inc. located at 9801 Renner Blvd. Lenexa, KS 66219*, hereinafter referred to as the "Engineer".

INASMUCH as the Owner intends to *advance detailed local planning and project development activities along the Glenn Hendren Corridor* and requires professional engineering and planning services. The Engineer will provide the Owner with professional services hereinafter detailed for creating a Feasibility Study and Concept Plans and the Owner will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A – Scope of Engineering Services and Estimate of Services

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: There has been **no** DBE goal established for this Agreement.
- B. DBE Participation Obtained by Engineer: While there is no DBE goal for this Agreement the Engineer has obtained DBE participation in the amount of **0%** of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer has elected to use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm Name, Street and Complete Mailing Address	Type of DBE Service	Total Value of the DBE Subcontract	Contract \$ amount to apply to total DBE Participation	Percentage of Subcontract dollar value applicable
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ARTICLE III-ADDITIONAL SERVICES

The Owner reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement. All supplements shall be subject to the submittal for approval of City Council prior to performing.

ARTICLE IV - RESPONSIBILITIES OF OWNER

The Owner will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Owner;
- B. provide the Engineer with the Owner's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Owner's employee to act as Owner's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Owner's policies and render decisions with respect to matters covered by this agreement;

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work no later than two weeks after receiving formal notice to proceed from the Owner. The general phases of work within the project will be completed in accordance with the following schedule:

- A. All deliverables and milestones shall be completed within the time frame specified within the Scope of Work.

The Owner will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Owner in determining the appropriate design parameters and specifications for the project using good engineering judgment based on the specific site conditions and Owner needs. The project must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Owner will compensate the Engineer as follows:

- A. For Project professional services, the Owner will pay the Engineer the actual costs incurred with a ceiling established for said design services in the amount **\$214,305.00** defined in Attachment A which shall not be exceeded.
- B. NA.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment A. Any major changes in work, extra work, exceeding of the contract ceiling, will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract at the agreed upon Standard Hourly Rates as defined in Attachment B, plus
 - 2. NA.
 - 3. NA.
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates defined in Attachment B are the established Engineer's Standard Hourly Rates accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Owner. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. Upon receipt of the invoice and progress report, the Owner will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid,

through no fault of the Engineer, within 45 days after the Owner's receipt of the Engineer's invoice. The Owner will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, will be subject to final audit of actual expenses during the period of the Agreement.

- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Owner. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Services
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ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing submittals the Engineer of Record will be representing to the Owner that the design is meeting the intent of the applicable City, State and Federal criteria.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered

by this contract, for a period of not less than three years following final payment. Said records shall be made available for inspection by authorized representatives of the Owner during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Owner upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Owner upon request. All such information produced under this contract shall be available for use by the Owner without restriction or limitation on its use. If the Owner incorporates any portion of the work into a project other than that for which it was performed, the Owner shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Owner may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Owner, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Owner.
- B. Should the Agreement be suspended or terminated for the convenience of the Owner, the Owner will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Owner for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Owner 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Owner. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Owner that funds are no longer available to continue performance.
2. The Owner's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Owner.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Owner will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Owner's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Owner and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Owner from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

The maximum amount for which the Engineer shall be liable shall be limited to the amounts specified in Article XX.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted

programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are anticipated to be used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$505,000 per person up to \$3,370,000 per occurrence;
 - 2. Automobile Liability: \$505,000 per person up to \$3,370,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Owner with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as

to the services under this Agreement.

- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – NA

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 2025.

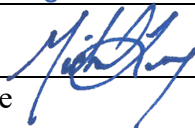
Executed by the City of Liberty, Missouri this _____ day of _____, 2025.

FOR: City of Liberty, Missouri

BY: _____
Mayor Greg Canuteson

ATTEST: _____
Deputy City Clerk

FOR: _____ **George Butler Associates, INC.**

BY: _____
Michael Lay, Principal Title 

ATTEST: _____

ATTACHMENT A
Scope of Engineering Services and Estimate of Services

3/12/2025

Liberty Glenn Hendren – Scope and Fee

PROJECT UNDERSTANDING

The Glenn Hendren Corridor Reconstruction Study offers the opportunity to re-imagine the corridor of Glenn Hendren Dr. from the intersection of MO Route 291 to Shepherd Road as a priority for future improvements. The study will guide the City in transforming the road by identifying deficient areas of infrastructure and proposing solutions. The study will accomplish the following goals:

Goal #1 – Multimodal Connectivity: The study will develop an improvement plan to serve all transportation users regardless of their preferred mode and a long-term connectivity plan to connect citizens of all abilities to destinations (Liberty Hospital, Lewis and Clark Elementary, and community areas) throughout the corridor.

Goal #2 – Stormwater Upgrades: The study will make recommendations for integrated green stormwater infrastructure improvements throughout the corridor. Near the top of the watershed, stormwater planning will support creek vitality and reduced downstream flooding.

Goal # 3 – Safety: The study will identify safety concerns within the corridor. By evaluating turning movements, speed, access points, and sight lines, recommendations for improved safety of all modes of transportation will be identified.

Goal # 4 – Integration of Future Planned Development to Existing Infrastructure: The study will identify future land use changes and circulation patterns, specifically the potential for a I-35 flyover. Recommendations will be made considering future development within and adjacent to the corridor.

GBA will lead a corridor Master Planning effort to work with City staff, elected officials, and the community to analyze the opportunities and make a final recommendation for improved safety, multimodal connectivity, and stormwater management.

SCOPE OF SERVICES

TASK ONE – PROJECT MANAGEMENT

1.1 Project Manager Meetings – GBA and the City of Liberty will conduct virtual project management meeting 2 times per month to discuss project progress (assumed virtually) for the duration of the project.

1.2 Team Coordination Meetings – The GBA project team will meet with the City project manager (assumed virtually) monthly to discuss the project progress.

1.3 Invoicing – GBA will send invoicing monthly to City of Liberty based on contract requirements.

TASK TWO – DISCOVERY

2.1 Review Existing Plans and Data - GBA will assemble pertinent planning information, relevant studies, and GIS layers.

2.2 Base Mapping - GBA will create base maps for future analysis and concepts using the provided GIS layers for roads, sidewalks, utilities, land use, and existing digital aerial.

2.3 Project Kickoff Meeting - GBA will conduct combined kickoff meeting with City staff/leadership to discuss existing conditions and destinations to be served, and the overall vision for a connected community. At the kickoff meeting, GBA will clarify the requirements for project goals. We will review the scope and schedule, including milestones and deliverable dates, and discuss desired public involvement. The group will discuss any concerns or challenges expected.

2.4 Existing Document Review – GBA will collect and review pertinent documents for the corridor. Such documents include, but are not limited to, the following: adjacent property development plans provided by the City, 2023 Liberty Comprehensive Master Plan, 2025 Stormwater Master Plan, 2023 Parks & Rec Master Plan.

2.5 Existing Conditions Report - GBA will review the data assembled to identify opportunities and constraints. The analysis will include documentation of lane widths, sidewalk gaps, shoulder widths, intersection layouts, intersection sight distances, land use and future growth patterns, demographic trends, key businesses along the corridor, peak hour traffic volumes at the Glenn Hendren Dr. and Nashua Rd. intersection, existing stormwater management conditions, existing road sections, existing structure setbacks from ROW, existing bike/ped facilities, intersection sight distances, right-of-way locations, and parcel ownership. An inventory of existing transportation facilities will be documented to understand the current active transportation system and its gaps and barriers. GBA will also identify key destinations, including schools, businesses, parks, medical offices, and senior centers.

Deliverables: Summary of Local and Regional Plans, Existing Conditions Report Documenting Existing and Planned Facilities, Key Destinations Map, Basemap using ArcGIS and AutoCAD, Kickoff Meeting Minutes

TASK THREE - Public and Stakeholder Engagement

After analyzing the current conditions, the GBA team will lead the stakeholder engagement process to develop goals for the corridor, identify issues that need to be addressed, and evaluate alternatives. We employ a collaborative, integrated, and participatory design process. All voices will be heard, from City Staff to hospital/school leadership and neighborhood organizations. The GBA team will complete the following public engagement tasks:

3.1 Public Engagement Plan (PEP) - The PEP will serve as a framework for GBA, project staff, and partners to collaborate effectively in engaging the project's stakeholders. This document will outline the engagement goals, objectives, key messages, target audiences, communication methods, schedule, and materials to be developed. The PEP will ensure broad participation while emphasizing focused outreach to traditionally underrepresented groups. These stakeholders are crucial to the project's success and will play a central role in shaping the public engagement process.

3.2 Steering Committee - From the kickoff meeting, GBA will form a Steering Committee in partnership with City officials to guide the planning process and provide crucial feedback on future design concepts. Three (3) steering committee meetings are included within the schedule typically around key deliverables.

3.3 Existing City Communication - GBA will collaborate closely with city staff, specifically the City's communications team, to leverage the city's existing communication channels to share updates on the planning process and promote engagement opportunities. The majority of our efforts will be promoting the ArcGIS StormMap. Additionally, we will work with City staff to ensure elected officials are informed about the project and encouraged to participate in public meetings and engagement events.

3.4 ArcGIS StoryMap - The GBA GIS team will create an ArcGIS StoryMap to facilitate project education, citizen feedback and community recommendations. This robust online product will reach the widest possible audience. Feedback documented within the ArcGIS StoryMap will be provided within the final printable study. GBA will be responsible for hosting and updating of the StoryMap throughout the project.

3.5 Public Meetings - The GBA Team will facilitate two (2) public open house meetings that allow the public to provide feedback on the Glenn Hendren Reconstruction Study.

Public Meeting #1 - Our focus will be to introduce the project to the public through interactive and engaging activities, enabling community members to participate actively in the planning and design process. This approach will help build community support and a sense of ownership for the project.

Public Meeting #2 - Utilizing the feedback and direction from the steering committee and Public Meeting #1, the GBA + Shockey Team will present the

different scenarios, concepts, key findings, recommendations, and next steps being considered. The meeting will include a prioritization exercise to understand better which project components are most important for early implementation. Comments will be taken regarding recommended connectivity routes, access points, bicycle infrastructure, and streetscape packages.

Shockey Consulting Services will plan the meetings, organize the logistics, prepare meeting agendas and materials, provide invitations and communication materials, and distribute meeting summaries. A focused effort on recruitment to these meetings will result in good attendance. The meeting schedule will be confirmed at the kick-off meeting and posted in multiple locations including ArcGIS, City social media outlets and proposed venue. Multiple talks will increase visibility.

- Pre-meeting communication will include: 1) first messaging two weeks before each meeting, 2) second messaging one week before each meeting, and 3) third messaging one day before each meeting. Postings will include context about meeting information and a hot topic to draw interest.
- Notices at City Meetings such as City Council, Parks and Recreation Board, Parks and Recreation Foundation Board, and Planning & Zoning meetings
- Calls to City Council Board members to remind them about an upcoming meeting.

3.6 Pop-Up Events - The GBA Team will attend two (2) existing community events made up of impacted populations, business owners, residents, and other key stakeholders to test plan concepts and receive feedback. Locations could include the farmer's market and fall festival in the square.

Deliverables: Public Meeting Materials, ArcGIS StoryMap Implemented, Attendance List of Public Meetings and Summary of all Community Feedback will be Included within the Appendix of the Final Document.

TASK FOUR – SCENARIO PLANNING

Our planning will identify connectivity gaps and multimodal destinations, as well as stormwater, school area, and road safety improvement opportunities. The GBA Team will use collected data to develop scenarios for multimodal routes. We'll also explore enhanced vehicular access, safety improvements, streetscape improvements, tree canopy, and drainage solutions.

4.1 Barrier Removal - This reconstruction study will assess how to remove barriers to connectivity. Gaps that currently inhibit access to the proposed multimodal system will be identified.

4.2 Stormwater Improvements – Adjacent to the roadway, the GBA team will identify scenarios for green infrastructure evaluating quantity of stormwater, pollutant removal, silt trapping/removal, etc.

4.3 Road Safety Improvements – Roadway improvements consistent with identified safety concerns will be presented at intersections and other multimodal – vehicle interface locations.

4.4 Flyover Connection – GBA will provide a conceptual roadway geometry associated with the proposed highway flyover connection.

4.5 Cost Opinion - The different scenarios will include a high-level planning cost to assist with differentiation and future decision making.

Deliverables: Documentation and Support Visualizations of Potential Scenarios

TASK FIVE – DRAFT CONCEPT

GBA will make a recommendation based on the findings from Tasks 1-4 to showcase a draft reconstruction study that removes mobility barriers, improves safety and traffic circulation, connects the community via sidewalks and trails, and showcases improved stormwater management.

5.1 Recommendations - The GBA Team will create design concepts for these improvements and produce a list of recommendations for the City of Liberty. Concepts will address major travel modes with input from the steering committee and will generate recommendations for City-wide Capital Improvements. Enhancements will boost connectivity, aesthetics, and livability, fostering community interaction, better pedestrian experiences, and economic vitality.

5.2 Visualizations – The GBA Team will create the following graphics to support the plan recommendations:

- Two (2) multi-modal visualizations (before/after)
- Two (2) stormwater visualizations (before/after)
- One (1) proposed streetscape section

Deliverables: Report draft with focus on two concepts considered for City Review (approximately 60% complete). Preferred streetscape map, Map/listing of Recommended Projects

TASK SIX – FINAL REPORT & PRESENTATIONS

The final Glenn Hendren Reconstruction Study will document recommendations for the four planning goals. GBA will document a prioritized strategy for transportation projects, identify funding sources, and develop visually appealing plans to illustrate mobility recommendations, streetscape cross-sections, and infrastructure improvements, guiding the City's next steps.

6.1 Final Review Draft Report - The GBA Team will provide a final draft of the report to the City for review (approximately 90% complete). The study will demonstrate:

- Integration with existing infrastructure
- Connection points for pedestrians and bicyclists
- Options for aesthetic enhancements, intersection treatments and pavement markings
- Elimination of public safety hazards and accessibility constraints
- Delineation of context-sensitive transitions

6.2 Cost Opinion - The final Glenn Hendren Reconstruction Study will provide 2025 costs with escalation for assumed funding timelines for new sidewalks, trail, intersection improvements, road improvements, bicycle infrastructure, and stormwater improvements.

6.3 Funding Strategy - The final Glenn Hendren Reconstruction Study will summarize funding mechanisms and implementation strategies for the proposed recommendations. Agreed upon phasing/priorities will provide direction for three projects funding strategy and associated costs.

6.4 Final Report – The GBA Team will provide both the City and MARC a final pdf of the Glenn Hendren Reconstruction Study. The report is expected to be about 50-60 pages long, while flexible with the number of charts, diagrams and renderings.

6.5 Final Presentation - This study will be presented to the City of Liberty Planning & Zoning Commission and City Council upon completion.

Deliverables: Final Study

ALTERNATES

Alternate #1: 3.7 Social Outreach – Shockey Consulting will provide four (4) social outreaches avenue/items to support the City’s communication of the progress for the project. This would be outside of public meeting notices discussed within Task 3.5.

Alternate #2: Task 3.8 Focus Group Meeting with Elementary School – Shockey Consulting will facilitate a focus group meeting with representatives from the school district, elementary school and PTA regarding the flow of vehicles and pedestrians in and round the school.

Alternate #3: Task 3.9 Survey and Analysis – Shockey Consulting will facilitate an online survey using Survey Monkey and then analyze the results. Survey would run about 45 days overlapping the first open house. City website, QR codes and the ArcGIS StoryMap would direct respondents to the survey that should take only 5 minutes to complete.

Alternate #4: Task 4.5 School Area Improvements – GBA will identify potential improvements around Lewis and Clark Elementary School consistent in character with the presented corridor concepts.

Alternate #5: Task 4.6 Review Turn Lane Warrants at Intersections – GBA will review the turn lane distances required at each intersection along Glen Hendren Road based on MoDOT Criteria.

Alternate #6: Task 4.7 Stormwater Analysis – GBA’s stormwater team will provide both a hydrology and hydraulic analysis for the corridor. This will document the runoff across the watershed from I-35 and Glenn Hendren Road that is headed to the 6 stormwater collection points along the east side of the corridor.

FEE AND BASIS OF PAYMENT

We propose to provide the services described above in the section entitled “Scope of Services” for a lump sum fee including expenses.

FEE BREAKOUT:

Task 1: Project Management	\$18,974.00
Task 2: Discovery	\$30,152.00
Task 3: Public and Stakeholder Engagement	\$45,230.00
Task 4: Scenario Planning	\$45,332.00
Task 5: Draft Concepts	\$31,060.00
Task 6: Final Report and Presentations	\$7,354.00
Expenses:	\$1,423.00
Subtotal:	\$179,625.00

ALTERNATES:

Alternate #1: Task 3.7 Social Outreach	\$1,600.00
Alternate #2: Task 3.8 Focus Group Meeting with Elementary School	\$8,000.00
Alternate #3: Task 3.9 Online Survey and Analysis	\$9,400.00
Alternate #4: Task 4.5 School Area Improvements	\$4,644.00
Alternate #5: Task 4.6 Review Turn Lane Warrants at Intersections	\$3,324.00
Alternate #6: Task 4.7 Stormwater Analysis	\$7,712.00

ATTACHMENT B
GBA Standard Hourly Rates

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form for Owner/Consultants

Firm Name (Consultant): George Butler Associates, Inc.

Project Owner: City of Liberty, Missouri

Project Name: Glenn Hendren Corridor Resonstruction Study Project

Project Number: 24-023

As the Owner and/or consultant for the above project, I have:

1. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:



No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA



Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate OWNER Representative, along with the executed engineering services contract.

Owner

Printed Name: _____

Signature: _____

Date: _____

Consultant

Printed Name: Michael Lay

Signature:  _____

Date: 03/13/2025



CITY COUNCIL ACTION REPORT

Meeting Date: March 24, 2025

A/R No.: 2025-95

Department: Utilities

Submitted By: Andy Noll, Utilities Director

Subject: Ordinance approving a contract with C&C Environmental Services Inc. for the water plant filter media replacement project in an amount not to exceed \$297,800.00

Summary:

- The project replaces the filter media in the remaining 15 filters at the water treatment plant.
- Filter media is approximately 20 years old and the run-time between backwash cycles has decreased to a point where the media needs to be replaced.
- Staff prepared plans and specifications for the replacement project and requested bids from contractors.
- Staff received three bids ranging from \$297,800.00 to \$525,506.25.
- Staff recommends awarding the project to C&C Environmental Services Inc.

Background:

Staff contracted for the replacement of filter media consisting of gravel, sand and anthracite in one of the 16 filters at the water treatment plant in 2022 to determine the degree of difficulty and full scope of services that would be necessary to complete the project on all the filters at the water treatment plant. The trial of replacing the filter media went well and staff used the information gathered from the initial project to prepare plans and specifications for the replacement of the filter media of the remaining 15 filters at the water treatment plant. The contractor will replace all of the gravel, sand and anthracite in 15 of the 16 filters and will ensure that the underdrain openings are not clogged. They will also repair or rebuild the distributor arms that are part of the backwash system of the filters. The contractor will stage the media replacement of the filters two at a time so as not to impair the capacity of the plant.

Staff received three bids from contractors. The bid tab is listed below:

1. C&C Environmental Services Inc - \$297,800.00
2. David E. Ross Construction Co. - \$463,800.00
3. S4 Water Sales & Services, LLC - \$525,506.25

Staff recommends approving the ordinance to approve a contract with C&C Environmental Services Inc in an amount not to exceed \$297,800.00.

Previous Action (if applicable):

N/A

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 592-70020-802-00000	Amount: \$297,800.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Contract Ordinance
2. C&C Environmental Water Plant Media Contract

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH C&C ENVIRONMENTAL SERVICES
INC. FOR THE WATER PLANT FILTER MEDIA REPLACEMENT PROJECT IN AN
AMOUNT NOT TO EXCEED \$297,800.00

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County,
Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty, Clay County, Missouri and C&C Environmental Services Inc. in an amount not to exceed TWO HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$297,800.00) a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section 1 of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

SECTION 00310

QUOTATION

WATER PLANT FILTER MEDIA REPLACEMENT
LIBERTY, MISSOURI

Name of Bidder C&C Environmental Services Inc.
Address of Bidder 1219 Bierly Road Portsmouth, OH 45662
To: ~~City of Liberty~~ City of Liberty
~~101 E Kansas Street~~ 101 E. Kansas Street
~~Liberty, Missouri 64068~~ Liberty, MO 64068

The undersigned bidder, having examined the Contract Documents, and having familiarized him/herself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda 1, , and , within the time and for the sum or sums stated hereinafter on attached Quotation schedule, which Quotation schedule is hereby made a part of this Quotation.

The undersigned bidder certifies that this Quotation is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this Quotation is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his Quotation and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder C&C Environmental Services Inc
By Ryan J. Carter Ryan J. Carter
Title President

QUOTATION SCHEDULE

WATER PLANT FILTER MEDIA REPLACEMENT LIBERTY, MISSOURI

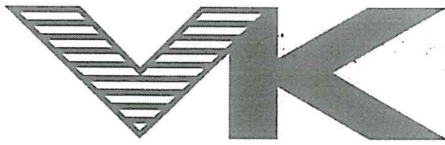
WATER PLANT FILTER MEDIA REPLACEMENT

1. Construct Water Plant Filter Media Replacement including all materials, labor and equipment necessary for supply and placing new filter media for fifteen (15) filters; disinfection of filters and miscellaneous associated work, including cleanup, for the following:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Labor and equipment necessary for removal of existing filter media, supply and placing of new filter media, disinfection of filter, and unplugging underdrain openings for one (1) filter.	EA	15	\$ <u>18,120</u>	\$ <u>271,800</u>
2.	Re-machine and reinstall existing distributor arm in existing filters.	EA	5	\$ <u>1,000</u>	\$ <u>5,000</u>
3.	Provide and install replacement distributor arm in existing filters.	EA	5	\$ <u>4,200</u>	\$ <u>21,000</u>
TOTAL CONSTRUCTION COST BASE BID (ITEM 1-3)					\$ <u>297,800</u>

NOTE: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the City.

2. Work under the contract shall commence within ten (10) days after date set forth in written Solicitation for Quotation.
3. Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each calendar day that work on the total project shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. All work shall be completed, subject to any extensions of time, by the date indicated in the Solicitation for Quotation.



VEENSTRA & KIMM INC.

9784 N Ash Avenue, Suite C
Kansas City, Missouri 64157

816.781.6182 // 855.241.8011
www.v-k.net

July 22, 2024

CITY OF LIBERTY, MISSOURI
WTP FILTER MEDIA REPLACEMENT PROJECT
CLARIFICATIONS FOR QUOTATION

Several questions have been submitted on the Liberty WTP Filter Media Replacement Project. The below list clarifies the plans and specifications and provides supplemental information for quotation preparation.

Questions Received:

1. Is this project subject to Missouri Prevailing Wages or Davis-Bacon Wages?
 - a. The project will be subject to Missouri Prevailing Wages.
2. What is depth of existing media to be removed?
 - a. Approximately 12 inches of media and 10 inches of gravel will need to be removed.
3. Specification states "Assume Filter Gravel is intact and not in need of replacement. If inspection of underdrains finds that Filter Gravel needs replacement, conform to the following specifications." Who is inspecting Filter Gravel and determining if not intact?
 - a. Delete specification section 13220 paragraph 2.02.A , replace with "Contractor to remove existing filter gravel and replace with new filter gravel to meet below specifications"
4. Can you provide a drawing showing the new filter media layers with material callouts and depths?
 - a. Reference specification section 13220 paragraph 2.01 and 2.02 for the material depth, type and gradations.
5. Drawing SK-01 - Distributor Arm notes repair or replacement, provide information on material/manufacturer/nozzles.
 - a. Existing distributor arm nozzles are brass in material. The nozzles/opening on existing distributor arms may need to be remachined in arms that can be repaired. If distributor arm is in need of replacement, stainless steel distributor arms/nozzles are acceptable.
6. We are to coordinate with the City a disposal site. Is the disposal site located onsite?
 - a. Contractor responsible for removal and transportation of existing materials. Disposal site will be located at the City Wastewater Treatment Facility, located at 2800 Riverview Road, Liberty, MO 64068.
7. How many filters can be taken out of service at a time?
 - a. Two filters can be taken out of service at a time. See note 5 and 7 on plan sheet SK-1.

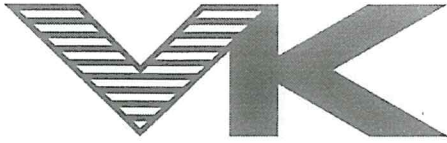
Please respond via email if you have additional questions.

VEENSTRA & KIMM, INC.

A handwritten signature in cursive script that reads "Olivia M. Patton". The signature is written in dark ink and is positioned above the printed name.

Olivia M. Patton

OMP



VEENSTRA & KIMM INC.

9784 N Ash Avenue, Suite C
Kansas City, Missouri 64157

816.781.6182 // 855.241.8011
www.v-k.net

July 23, 2024

CITY OF LIBERTY, MISSOURI
WTP FILTER MEDIA REPLACEMENT PROJECT
CITY CLARIFICATION TO BID QUESTIONS

Below please find City staff clarifications on the previously received bid questions:

- Bid question 2: Based on the 10" of gravel, 12" of sand, 18" of anthracite, and considerable growth in existing filters, contractor to assume approximately 5 ft of material depth for removal.
- Bid question 5: Existing distributor arm material is brass with plastic nozzles. Stainless steel arm material acceptable for replacement.

Please respond via email if you have additional questions.

VEENSTRA & KIMM, INC.

Olivia M. Patton

OMP

CONTRACT

THIS AGREEMENT, made and entered into this 24th day of March, 2025,
by and between the City of Liberty, Missouri, party of the first part, hereinafter referred to as
the "Owner", and C&C Environmental Service Inc.,
party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain plans,
specifications and quotation blanks, dated the 23rd day of July, 2025,
for Water Plant Filter Media Replacement, under the terms and conditions therein fully stated
and set forth, and,

WHEREAS, said plans, specifications and quotation blanks accurately and fully describe the
terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the quotation of the Contractor for the work, as follows:

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:
 - A. Contract Documents, sometimes referred to as the "plans and specifications," shall mean and include the following parts as used herein:
 1. Solicitation for Quotation
 2. Instructions to Bidders
 3. Quotation
 4. Bond
 5. General Conditions
 6. Special Conditions
 7. Plans List
 8. Detailed Specifications
 9. Plans listed in the Specifications
 10. Numbered addenda issued to the foregoing.
 - B. This Instrument.
 - C. The above components are complementary and what is called for by one shall be as binding as if called for by all.
3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.
4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal the date first written above.

CONTRACTOR:

CITY OF LIBERTY, MISSOURI

C&C Environmental Services Inc. By _____
By Ryan J. Carter Mayor
Title President

ATTEST:

[Signature]
Title Accounting Manager

ATTEST:

City Clerk

SECTION 00610

BOND

KNOW ALL MEN BY THESE PRESENTS: that C&C Environmental Services Inc.
(Name of Contractor)
1219 Bierly Road Portsmouth, OH 45662
(Address of Contractor)

a Corporation hereinafter called the PRINCIPAL,
(Corporation, Partnership or Individual)

and West Bend Insurance Company
(Name of Surety)
1900 S. 18th Ave. West Bend, WI 53095
(Address of Surety)

hereinafter called the Surety, are held and firmly bound unto

City of Liberty

(Name of Owner)

101 E Kansas Street, Liberty, Missouri 64068

(Address of Owner)

hereinafter called the OWNER, in the sum of two hundred ninety-seven thousand eight
hundred dollars Dollars (\$ 297,800),
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL entered into a certain contract with the OWNER, dated the 23rd day of, July, 2024, a
copy of which is hereto attached and made a part hereof for the construction of **WATER PLANT FILTER MEDIA**
REPLACEMENT which Agreement includes a guarantee of all work against defective workmanship and materials for a
period of two (2) years from the date of final acceptance of the work by the OWNER, a copy of which Agreement is by
reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the PRINCIPAL shall faithfully perform the
Contract on his part and shall fully indemnify and save harmless the OWNER from all costs and damage which he may
suffer by reason of failure so to do and shall fully reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any such default,

AND FURTHER, that if the PRINCIPAL shall pay all persons who have contracts directly with the PRINCIPAL for labor or
materials, failing which such persons shall have a direct right of action against the PRINCIPAL and Surety under this
Obligation, subject to the OWNER's priority,

Then this OBLIGATION shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond
after three (3) years from the date of final acceptance of the work.

AND PROVIDED, that any alterations which may be made in the terms of the Contract, or in the work to be done under it,
or the giving by the OWNER of any extension of time for the performance of the Contract, or any other forbearance on
the part of either the OWNER or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the Surety,
or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the
Surety of any such alteration, extension or forbearance being hereby waived.

AND FURTHER PROVIDED, the PRINCIPAL and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the PRINCIPAL or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the OWNER shall retain until completion of the improvements, but the PRINCIPAL and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

THE SURETY ON THIS BOND shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- To the extension of time to the PRINCIPAL in which to perform the Contract.
- To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the OWNER at the time such work was accepted.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this 23rd day of July, 2024.

PRINCIPAL:

C&C Environmental Services Inc.
Contractor
Ryan F. Carr
Signature
President
Title

SURETY:

West Bend Insurance Company
Surety Company.
Dan Cassidy
Signature Attorney-in-Fact
Dan Cassidy
Name of Attorney-in-Fact

Berndt & Martin Insurance
Company Name
1031 Gallia St.
Company Address

Portsmouth, OH 45662
(Including Zip Code)

740-353-2131
Company Telephone Number

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

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.

Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

C & C Environmental Services Inc

1219 Bierly Rd
Portsmouth, OH 45662-8805**OWNER:***(Name, legal status and address)*City of Liberty
101 E. Kansas Street
Liberty, MO 64068**SURETY:***(Name, legal status and principal place of business)*West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

Filter Media removal and installation

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

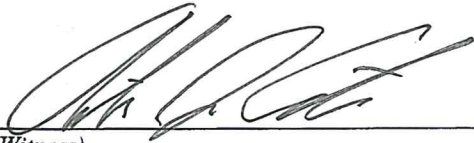
Init.

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User Notes:

(1496601206)

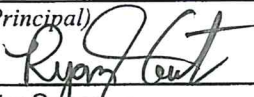
Signed and sealed this 24 day of July , 2024


(Witness)


(Witness)

C & C Environmental Services Inc

(Contractor as Principal) (Seal)

President 
(Title) Ryan Carter Owner

West Bend Insurance Company

(Surety) (Seal)


(Title) DAN CASSIDY, Attorney-In-Fact

Init.

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User Notes:

(1496601206)



Bond No. 2582479

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DAN CASSIDY

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 24th day of July, 2024.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



CITY COUNCIL ACTION REPORT

Meeting Date: March 24, 2025

A/R No.: 2025-96

Department: Finance

Submitted By: Ashley Comer, Assistant
Director of Finance

Subject: Ordinance amending Ordinance No. 11864, approving an agreement with OpenGov for the purchase and implementation of core financial, utility billing and asset essentials enterprise software, increasing the agreement amount by \$348,736.00 from \$500,000.00 to an amount not to exceed \$848,736.00

Summary:

- This ordinance amends Ordinance No. 11864 by increasing the agreement amount by \$348,736.00 from \$500,000.00 to \$848,736.00 for two years of service.
- Ordinance No. 11864 only approved the first year of a three-year contract.

Background:

On December 18, 2023, the City Council approved Ordinance No. 11864, authorizing a contract for a new Financials, Utility Billing and Asset Management cloud-based software. Ordinance No. 11864 was approved for the first year and contingencies only, and didn't include the amounts for years two and three.

The City has been with OpenGov, Inc. since 2017. Utilizing the OpenGov Reporting & Transparency module along with their Budgeting & Planning Module, the staff are very familiar with how OpenGov works. With nightly integration of our current financial system, we were able to see real-time data in reports and create our budgets, as well as streamline our budget book. We created our payroll budget in OpenGov's workforce planning in 2023. We are looking forward to adding the Core Financials, Utility Billing and Asset Management modules that will all communicate with each other and create efficiencies between departments' workflows.

OpenGov Financials is a comprehensive, cloud-based financial management software designed for local governments. As part of the industry's only modern cloud ERP for accounting, budgeting and community development, OpenGov Financials unifies and automates the many mission-critical financial processes of public administration, now and for the future. OpenGov Financials offers the most complete and easy-to-use reporting and transparency platform, with out-of-the-box capabilities to help you better understand organizational performance, maintain central and accurate reporting, and communicate clearly and effortlessly with the public. OpenGov Financials includes Core Financials (General Ledger, A/P, A/R, Purchasing, Fixed Assets, Cash Receipts and Bank Reconciliation), Utility Billing and Budgeting and Planning. By upgrading to the OpenGov platform, it will allow staff to sign in anywhere, work efficiently by reducing manual work and ease analysis, minimize paperwork, improving safety and centralizing data.

OpenGov Enterprise Asset Management is a full and comprehensive operations and capital planning solution that can meet the specific needs of individual departments across the City of Liberty that are responsible for managing and maintaining

infrastructure and other high-value assets. OpenGov's asset management functionality lets the City track any asset type ranging from streets and signs to water mains, trees, and anything else the City is responsible for. That means understanding what condition your assets are in, the ability to assign work and create preventative maintenance schedules, and being able to plan for the future. At the same time, the solutions are specifically designed to be as easy to use as pen and paper for field and office staff.

As part of the 2024 Budget process, funds were allocated within the Finance Department's operational budget (10.30.130.36.7201) for this software.

Year One Total Cost \$469,424.00

Less credit for Budget & Planning 1/1/24-7/31/24 (\$23,596.21)
(portion of OpenGov we already subscribe to)

Contingencies - \$54,172.21

Annual – Year Two - 2025 \$170,115.00

Annual – Year Three - 2026 \$178,621.00

Total: \$848,736

Staff recommends approving the amendment to Ordinance No. 11864 to include years two and three by increasing the agreement amount by \$348,736.00 from \$500,000.00 in an amount not to exceed \$848,736.00.

Previous Action (if applicable):

Contract with OpenGov approved on December 18, 2023 (Ordinance 11864)

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 100-57030-170	Amount:\$348,736.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance amending OpenGov agreement
2. 12.18.2023 Ord 11864 Opengov Software

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11864, APPROVING AN AGREEMENT WITH OPENGOV FOR THE PURCHASE AND IMPLEMENTATION OF CORE FINANCIAL, UTILITY BILLING AND ASSET ESSENTIALS ENTERPRISE SOFTWARE, INCREASING THE AGREEMENT AMOUNT BY \$348,736.00 FROM \$500,000.00 TO AN AMOUNT NOT TO EXCEED \$848,736.00

WHEREAS, an agreement with OpenGov was approved on December 18, 2023 by Ordinance No. 11864; and

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment by and between the City of Liberty and OpenGov, 660 3rd Street, Suite 100, San Francisco, CA 94107 by increasing the agreement amount by THREE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY SIX and 00/100 DOLLARS (\$348,736.00), from FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00) to a not exceed amount of EIGHT HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$848,736.00) to include years two and three of the service , a copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94103
United States

Order Form Number: OG-Q013350
Created On: 12/7/2023
Order Form Expiration: 12/31/2023
Subscription Start Date: 1/1/2024
Subscription End Date: 12/31/2026

Prepared By: Braden Taylor
Email: btaylor@opengov.com
Contract Term: 36 Months

Customer Information

Customer: City of Liberty, MO
Bill To/Ship To: 101 East Kansas Street
Liberty, MO
United States

Contact Name: Tanner Craig
Email: tcraig@libertymo.gov
Phone: (816) 439-4354

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Financials and Budgeting, Utility Billing, Enterprise Asset Management Transportation Domain, Walkability Domain, Signal Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain, Water Treatment Domain, Wastewater Treatment Domain, Scenario Builder, Asset Builder, Utility Billing	1/1/2024	12/31/2024	\$120,000.00
CREDIT for Prepaid and Unused Budgeting & Planning Software Services For the period between 1/1/2024 - 7/31/2024	1/1/2024	7/31/2024	(\$23,596.20)
Financials and Budgeting, Utility Billing, Enterprise Asset Management Transportation Domain, Walkability Domain, Signal Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain, Water Treatment Domain, Wastewater Treatment Domain, Scenario Builder, Asset Builder, Utility Billing	1/1/2025	12/31/2025	\$170,115.00
Financials and Budgeting, Utility Billing, Enterprise Asset Management Transportation Domain, Walkability Domain, Signal Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain, Water Treatment Domain, Wastewater Treatment Domain, Scenario Builder, Asset Builder, Utility Billing	1/1/2026	12/31/2026	\$178,621.00

Annual Subscription Total: See Service Terms

PROFESSIONAL SERVICES:

Product / Service	Description	Professional Services Total:
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.	\$349,424.00

Service Terms

Service Date:	Amount:	
January 1, 2024	\$445,627.79	(Credit + Annual Software Fee + Professional Services)
January 1, 2025	\$170,115.00	
January 1, 2026	\$178,621.00	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms. Effective as of the date of the last signature on this Order Form, this Order Form shall replace and supersede the Order Form signed between the parties effective August 18, 2022.

City of Liberty, MO

Signature:

Name: Greg Cavatesson

Title: Mayor

Date: 12-18-2023

OpenGov, Inc. DocuSigned by:

Signature:

Name: Sam Kramer

Title: VP, Finance

Date: 12/12/2023

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. **Support and Service Levels.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. **Professional Services**
 - 2.3.1. If OpenGov or its authorized independent contractors provides professional services to

Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. If requested by Customer, OpenGov will provide a one-time return of Customer Data at termination of this Agreement.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Prior to termination, Customer shall have the right to download its data. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court

order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one (1) year ("Renewal Term"), this Agreement shall terminate at the end of the applicable Initial Term or Renewal Term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
 - 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the

SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

7.1.4. Customer Delays; On Hold Fee.

7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees

under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
 - 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 180 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV

DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

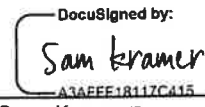
- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions

or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. Missouri laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Clay County, Missouri, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signatures	
Customer: City of Liberty, MO Signature: <u></u> Name: <u>Greg Cavuleson</u> Title: <u>Mayor</u> Date: <u>12-18-2023</u>	OpenGov, Inc. Signature: <u></u> Name: <u>Sam Kramer</u> Title: <u>VP, Finance</u> Date: <u>12/12/2023</u>



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 24, 2025

A/R No.: 2025-60

Department: Fire

Submitted By: Jason Whitteck, Fire
Division Chief

Subject: Ordinance approving a collective bargaining agreement between the International Association of Firefighters (IAFF) Local 42 and the City of Liberty, Missouri

Summary:

An Ordinance approving a Collective Bargaining Agreement between International Association of Firefighters (IAFF) Local 42 and the City of Liberty.

Background:

The City and IAFF Local 42 have been under contract since 2009. Staff and Local 42 began negotiations in August 2024 at the request of Local 42. Most language in the proposed CBA is standard language and aligns with current city policies, current departmental procedures and current CBA language. Departmental procedures, methods and standards will continue to be monitored through a joint labor/management committee. Items that have financial impact on the City were negotiated in detail and prioritized. The Proposed CBA requires a three-year commitment to stated language and policies within the document.

Previous Action (if applicable):

Ordinances approving past and current CBA between IAFF Local 42 and the City of Liberty.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance IAFF Local 42 (2)

2. City of Liberty IAFF L42 Agreement 2025

DOCUMENT NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL
42 AND THE CITY OF LIBERTY, MISSOURI

BE IT ORDAINED by the City Council of the City of Liberty, Clay County,
Missouri as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves
the assignment of that certain agreement by and between the City of Liberty, Clay
County, Missouri and the International Association of Firefighters Local 42.

SECTION II

The City Council hereby authorizes the Mayor to signed the Agreement more
fully described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the
City Council and approval by the Mayor.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

Deputy City Clerk

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF LIBERTY, MISSOURI
AND
LOCAL NO. 42
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**



2025-2027

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LIBERTY, MISSOURI AND LOCAL NO. 42

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

PURPOSE

This Collective Bargaining Agreement has been developed by Local Union No. 42 of the International Association of Fire Fighters, AFL-CIO, herein called the "Union", and the City of Liberty, Missouri, herein called the "City", and represents the mutual agreement between the Union and the City pertaining to wages, hours and conditions of employment.

It is the intent and purpose of this agreement to promote harmony and understanding between the Union and the City and to set forth, with a reasonable degree of clarity the duties, responsibilities and rights of each. The Union and the City are committed to the following: promoting effective and efficient service to the public, consistent with a safe and respectful workplace; employing fair and peaceful means to adjust differences, which may arise from time to time; and to the promulgation of rules and regulations and ethical conduct of business and relations between the City and the Union and the employees it represents.

ARTICLE 1- RECOGNITION AND UNION SECURITY

Section 1. Recognition

The City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all uniformed employees of the Fire Department excluding the Fire Chief, Deputy Chiefs and the Division/Assistant Chiefs

Section 2. Union Security

The City will not discharge or discriminate against members of Local No. 42 because of membership in Local No. 42 or because of lawful Union activities. The Union and its members agree they will at all times respond to emergency calls in the normal manner and properly maintain all fire equipment.

The City and the Union agree not to discriminate against employees because of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation, genetic identity, status of union membership, or membership in any other protected category under the law.

Section 3. Dues Deduction

- A. The City shall deduct Union dues, fees and assessments from the salaries of those members of the bargaining unit who authorize such in writing. Such deduction authorizations shall be irrevocable for

one (1) year or until the expiration of this Agreement, whichever occurs first. Notice of revocation must be in writing, with a copy to the Union and the City, in accordance with the procedures set forth in the authorization forms (see Appendix A, Dues Authorization Form).

- B. Amounts withheld pursuant to this Section will be forwarded to the Secretary-Treasurer of the Union on a monthly basis, at the business address specified by the Union, at no cost to the Union. The Union shall provide advance notice of any changes in the amounts for dues and other fees or assessments.
- C. The Union agrees to defend, indemnify and hold the City harmless in the event any employee brings a claim against the City based on the City's compliance with the provisions of this Section.

Section 4. Political Action Committee

The City will also provide voluntary payroll deduction to bargaining unit members for such political action committee as may be identified by the Union. Such deductions shall be effective only upon written request by the individual employee, and shall be revocable by the employee at any time, upon the employee's written request to cease such deduction.

Section 5. Release from Duty

The City agrees to release members to participate in the daily operations of the International Association of Firefighters or its affiliates. Release from duty may be denied if such release necessitates hiring of overtime.

Section 6. Notification of Rules

The Union shall be provided a copy of any new policy or standard operating procedure within the Fire Department which is issued in writing fifteen (15) calendar days before it becomes effective, where practicable, unless necessary circumstances exist. The Union shall have the opportunity to discuss such items with the Fire Chief as soon as the changes are received. The Union shall have the right to grieve the implementation of any changes at the time they are issued under the provisions of this Agreement.

The City will provide the Union a copy of any new City-wide policy or procedure that is applicable to the Fire Department when such policy or procedure is distributed to all employees. The Union will be allowed thirty (30) calendar days to submit comments and/or questions. The Union's right to comment will not delay implementation of the policy or procedure.

Section 7. Verbal Orders

All verbal Departmental rules and orders shall be valid for one tour of duty of the shifts, after which such Departmental rules and orders shall be in writing in order to remain in effect.

Section 8. Access to Information

The City and the Union agree that personnel records should be treated as confidential records. It is the policy of the City that such records are closed records under Missouri's Sunshine Law. The City agrees, however, to provide the Union as requested, but not more than once a month with copies of the following reports pertaining to all Bargaining Unit members: an alphabetical list of employees in an assignment roster, including company and station location; and the seniority list by classification, including date of hire and date(s) of promotion. In addition, the City will provide the Union, as requested but no more than once per

month, the home addresses and phone numbers of members of the Union. Such information will also be provided for non-member employees within the Bargaining Unit with the express permission of such non-member employees.

The City will allow Bargaining Unit members to review their individual personnel files upon request. The Union will also be allowed to review and copy individual personnel files as needed to discharge its representational duties.

The provision and disclosure of the above-described individually identifiable personnel information and/or personnel files will be made available to the Union for the sole purpose of facilitating the Union's discharge of its representational duties as the exclusive bargaining agent for the members of this Bargaining Unit. Such records may not be duplicated nor used for any other purpose beyond that described herein. The City may require the Union representative receiving such information or records to execute a "Confidentiality Agreement" consistent with the conditions set forth in this section.

Section 9. Bulletin Boards

It is understood that IAFF Local42 will be provided space for a bulletin board in each Fire Station to hang a Union provided bulletin board for the purpose of posting Union notices to Union members, provided that such notices be clearly identified as Union notices and that such notices are not in conflict with City Policy. In addition, the Union will be allowed to utilize the City's e-mail or pager system, if available, to disseminate official Union communications, with the prior approval of the Fire Chief.

ARTICLE 2 - MANAGEMENT RIGHTS AND NO-STRIKE

Section 1. Management Rights

The City possesses the sole right to operate and manage the Fire Department together with all management rights except to the extent such rights are limited by the express provisions of this Agreement:

- A. To determine the mission of the Fire Department;
- B. To direct the work forces;
- C. To hire, assign, or transfer employees;
- D. To make, change, and enforce reasonable work, safety, and behavioral rules;
- E. To determine the methods, means and number of personnel needed to carry out the mission of the department;
- F. To discipline or discharge employees for just cause consistent with the City's Personnel Policies including a progressive discipline system that affords employees procedural and substantive due process;
- G. To change existing methods or facilities;
- H. To introduce new or improved methods or facilities;
- I. To take whatever actions may be necessary to carry out the mission of the department.

It is also recognized that the Fire Chief, City Administrator, and the Human Resources Director may

delegate any of the authority or responsibility referenced in this Agreement to an authorized representative.

Section 2. No-Strike Clause

The Union and its members agree that there will be no strikes, work stoppages, slowdowns, sit downs, refusal to perform work or job action of any kind or any other concerted interference with City operations or use of concerted picketing action directed toward City operations during the term of this Agreement.

Section 3. Subcontracting

During the term of this Agreement, the City will not contract out work presently performed exclusively by Bargaining Unit members without advance written notice to the Secretary-Treasurer of the Union where it is practicable to do so; and if it would result in a displacement of employees, with full discussion, if requested, of the impact of such decision on Bargaining Unit employees. Also, during the term of this Agreement, the City will not hire nor employ part-time workers to perform any work that is currently performed by Bargaining Unit employees. While studies may constantly take place, the City, at this time, has no plans for contracting out work that would cause the displacement of Bargaining Unit employees.

ARTICLE 3 - SENIORITY

Section 1. Seniority Rights

For the purposes of defining seniority within this Collective Bargaining Agreement the following clarifications are applicable:

1. Seniority for the purposes of bidding vacations, holidays and/or bidding positions with the department are based upon the employee's original date of hire with the Fire Department.
2. Seniority within positions of rank (i.e. Captain) for bidding positions will be from the date of his/her promotion. Should more than one individual be promoted on the same date, promotional scoring will determine the individual ranking order. Should this scoring again be tied, original date of hire with the Fire Department is the determining factor.
3. Seniority for the purposes of newly hired employees will be based upon their hiring scores. In the event of a tie the determining factor for seniority will be the date and time of application.

Section 2. Bids, Transfers, Promotions, Demotions

For bids, transfers and promotions there shall be a separate list for each classification of rank and the seniority will be calculated from the most recent date of appointment to the rank within the bargaining unit. Should a member be promoted to a higher rank of service after the annual vacation pick, said member will retain all requested vacation and holiday picks upon promotion.

Section 3. Adjusted Seniority

Members returned to duty from a disability pension shall be given an adjusted seniority date of employment and/or adjusted date of appointment, where applicable. To be eligible for return to duty from a disability pension, a member must pass all pre-screening physical requirements and must fill a current vacancy. Adjusted seniority for all purposes shall be calculated from original date of employment and/or original date of appointment, where applicable, with the understanding that the time spent on disability pension shall not

be counted toward the accrual of seniority.

Section 4. Fire Department Introductory Probationary Period

The Fire Chief and the Union have agreed to a twelve (12) month introductory period for newly hired employees of the Fire Department. After the successful completion of twelve (12) months of employment, newly hired members of the Fire Department shall enjoy those rights and privileges of regular employees except to the degree limited or otherwise provided in this Agreement.

During this twelve-month probationary period, newly hired employees shall be evaluated once each month to determine their progress for continued employment. These evaluations will be conducted by Management with each of the respective shift Captains and Field Training Officers a newly hired employee is assigned to.

A work improvement plan will be established for correction of any unsatisfactory work performance evaluations. Failure to correct unsatisfactory work performance as outlined on subsequent monthly probationary evaluations may result in discipline as outlined in this Agreement under Article XIII.

The twelve (12) month introductory period will be waived for members returned to duty from a disability pension.

A probationary period for newly promoted Captains will follow the same criteria as for newly hired probationary employees, except such probationary period for newly promoted Captains will be six (6) months in length.

ARTICLE 4 - VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. Staffing

- A. The City is committed to the goal of maintaining staffing of fifty-seven (57) or nineteen (19) bargaining unit members per shift for the term of this Agreement, with increases being acceptable. The current number of ranked positions shall be maintained or increased during the term of this Agreement and vacancies in rank will be filled in accordance with this Agreement.

Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient personnel shall be available to provide a minimum of fifteen (15) bargaining unit members for daily staffing. There shall be no reductions in force during the term of this agreement.

- B. The City, through its Fire Department, shall work toward implementation/compliance with the NFPA 1710 Standard.

Section 2. Vacancies - Fire Fighter

Vacancies shall be anticipated by the City so that the Fire Department can have a pool of recruits from which vacancies can be filled as they occur and within thirty (30) days from the date of the position becoming vacant, where possible. Minimum requirements and qualifications for positions within the bargaining unit shall be determined through the labor management process.

Section 3. Vacancies - Higher Ranks/Working Out of Classification (WOC)

Vacancies in the ranks of Captain and below for which bargaining unit members are eligible shall be filled by promotion. Qualified members of the Fire Department, who have completed their twelve (12) month introductory period, in combination with two (2) years employment within the Fire Department *for a combined total of three (3) years in service* may be requested to serve temporarily in a higher rank. Members of the bargaining unit that want to work out of classification (WOC) will have to complete a proficiency-based examination established by the Labor/Management Committee to be allowed to work out of classification (WOC).

Members who have notified their Assistant Chief they do not wish to work out of classification will not be ordered to do so.

Management agrees that this discretion will not be abused. Written notice of the request not to work out of classification must be given at least twenty-four (24) hours before the request to work out of class and shall be acknowledged in writing by the Assistant Chief.

Members of the Fire Department of the rank of Captain or below who serve temporarily in a higher rank and who perform the full range of duties of the higher rank shall be compensated as outlined in this agreement. If no on duty shift Captain wishes to take the Assistant Chief's "WOC" assignment, then another Captain from another shift may be placed into that position.

Bargaining unit members shall not work out of class in positions outside the bargaining unit when such assignment would result in overtime hiring for any position in the bargaining unit.

Section 4. Ranked Positions and Classifications

The Liberty Fire Department has two (2) ranks:

1. Captain
2. Fire Fighter, which includes 3 Classifications:
 - a. Fire Fighter/EMT
 - b. Fire Fighter/Paramedic
 - c. Fire Specialist

Section 5. Promotional Examinations

For the purposes of promotional examinations, the following qualifications shall be in effect:

- A. Fire Captain** - All bargaining unit members having completed their one-year (1) year probationary period in addition to five (5) years continuous service with the Department for a total of six (6) years combined service are eligible to take the examination for the rank of Captain. It is required of bargaining unit members to be in the classification of Fire Specialist for advancement into this

position. Any member on probationary status due to disciplinary reasons may not proceed in the examination or testing of this position for the duration of their probation. Any member on probationary status which will expire on or prior to March 31 of a testing year for Captain will be eligible to test for the rank of Captain. The promotional process for Captain shall be developed and agreed upon through the Department's Labor/Management program.

- B. Fire Specialist** – All bargaining unit members who have completed their introductory period shall be eligible to take the examination for Fire Specialist. Any member on probationary status due to disciplinary reasons may not proceed in the examination or testing of this position for the duration of their status. The promotional process for Fire Specialist shall be developed and agreed upon through the Department's Labor/Management program.

Section 6. Continuous Promotional Lists

Promotional list will be maintained per General Operational Guidelines developed by the Fire Department Labor/Management Committee.

As current practice, the current promotional list will expire every other year. In the event a new promotional list is not established by March 31st of the promotional testing year; the current list will remain in effect until the new list is established.

Section 7. Permanent Reassignment

No member may be permanently reassigned out of their position more than twice within a calendar year.

Section 8. Promotional Pay Increases

EMTs who become licensed Paramedics shall move to the same step on the Paramedic pay scale as they held on the EMT pay scale, unless they were at EMT Step 10, in which case they will move to Medic Step 9.

Members who are promoted to Captain shall move to the lowest step on the Captain pay scale that results in a pay increase of at least five percent (5%). They shall then be eligible for a regular step increase on the following January 1.

ARTICLE 5 - GENERAL PROVISIONS

Section 1. Duties

- A. The duties of members of the City's Fire Department shall be those described in and consistent with the classification plan and the Personnel Policies Manual of the City. Members of the City's Fire Department shall not be detailed to duties unrelated to the mission of the Fire Department except as may be required in situations of emergency and for the duration of the emergency. This provision is not intended to apply to non-emergency assignments made in accordance with the City's alternative work duties policy.
- B. However, in situations of an emergency declared by the Governor of the State of Missouri, the

Mayor or City Administrator of Liberty, those duties shall be whatever is necessary to carry out the Mission of the City.

C. The following procedures and requirements are established for the handling of detailed personnel:

- a. Employees who notify the Department that they are sick after being detailed may be required to present satisfactory medical evidence that they were sick and unable to work during the period of detail.
- b. Employees who have private transportation available and who are detailed to another station may be requested to provide their own transportation. Members providing their own transportation will be paid round trip mileage in accordance with the amount by the IRS.
- c. Employees detailed to another station will be provided transportation to and from the station to which they are detailed if necessary. In such a case, the employee being detailed will not receive compensation as stated previously.
- d. No member of the bargaining unit shall be sent into a dangerous area such as a riot zone without proper police protection.

Section 2. Positions Held by Non-Firefighting Employees

Whenever a member of the firefighting services becomes physically incapable of performing firefighting duties, because of injury or otherwise, but such member is found by the treating physician to be able and qualified to perform duties of a position or positions held by non-firefighting employees of the Department, such member shall be given preference in filling vacancies in such non-firefighting positions (within the Fire Department).

Section 3. Curtailment of Outside Activities

It is the policy of the Liberty Fire Department to be as actively involved as possible in all facets of our Mission Statement. This outlines times when the department would curtail outside functions requiring physical activities due to conditions.

It is expected that any outside functions that may need to be curtailed because of weather will be replaced by functions on the interior that will allow for proper utilization of personnel time and effort.

Cold Weather:

Exterior functions that require personnel to be outside of the station or outside of the vehicles for extended periods should be curtailed when the temperature drops below 35 degrees or the wind-chill reaches 35 degrees Fahrenheit.

Warm Weather:

The curtailment of outside operations detailed above that require personnel to be outside of their stations or vehicles for extended periods of time should be curtailed when the temperature reaches 90 degrees or the heat index reaches 90 degrees Fahrenheit.

Emergency Responses & Extended Periods of Cold or Warm Weather:

Nothing will curtail any emergency, or potential emergency responses or actions by Liberty Fire Department personnel.

The above temperature limitations may be suspended by the Fire Chief when temperatures above or below the designated limits continue for an unusually extended period of time or when the mission of the Fire Department would be impaired by a continued suspension of training or inspection activity. The temperatures mentioned above are official National Weather Service outside temperatures recorded at the Kansas City International Airport.

Section 4. Employee Handbook

The Department will provide all bargaining unit members, through accessible electronic media, with all memorandums, policies, procedural instructions, or revisions thereof, which apply to them. Bargaining unit members will receive notice of each and every new or changed item for which they will be expected to abide, and training if necessary.

ARTICLE 6 - HOURS AND OVERTIME

Section 1. Hours

The regular work schedule for members of the firefighting division shall be a 24-hour shift on a three (3) shift system, under the current 3-10 schedules, with 12 Kelly Days (being assigned by the Fire Chief or his/her designee) and the regular work week schedule shall average 50.5 hours per week.

“Kelly Days” are paid days off built into the schedule with the normal work cycle to be compliant with the Fair Labor Standards Act.

The City shall comply with all aspects of the Fair Labor Standards Act. The following will also be adhered to regarding the Fair Labor Standards Act:

- A. All bargaining unit members shall be considered non-exempt regarding overtime compensation.
- B. The use of vacation, sick and compensatory time off shall be calculated towards the members “work week”.
- C. The forcing of involuntary adjustments of a member’s assigned schedule to prevent overtime payment shall not be allowed.

Section 2. Trading Time

The trading of time by members is permitted, provided, however, that the Shift Commander must be notified at least thirty (30) minutes in advance of the start of the trade, of such trading of time. Any member trading time will be responsible to work the entire shift that he/she has traded until properly relieved. Trade requests shall be made position for position (i.e. station assignment for station assignment). All people requesting a shift trade shall exhaust all efforts to trade time with members of the same qualifications, before requesting a trade with someone of a different rank/qualification. Trading time will not count towards overtime. Each member participating in Trading Time will sign a written consent form stating the date and hours traded. The member on payroll will receive all benefits related to holdover,

working out of class etc... Should a member elect to trade time during a designated holiday, the actual member normally assigned to said shift will receive the designated holiday pay.

Section 3. Hours and Overtime

- A. All bargaining unit personnel are eligible for overtime compensation.
- B. All overtime shall be compensated at the rate of one-and-one half (1.5) times the hired individual's base hourly rate, with exception to those circumstances dictated within this Agreement. Additionally, any time worked more than the minimums set forth in this Agreement shall be compensated in fifteen (15) minute increments.
- C. Bargaining unit personnel hired or held over for overtime on a holiday shall be compensated at a rate of two (2.0) times the hired individual's base rate.
- D. In lieu of overtime pay, personnel working overtime may request it as Compensatory Time at the rate of one and one half (1.5) times the hours worked.
- E. Any extraordinary overtime compensation will be determined by the Fire Chief or his/her designee, with a minimum of one (1) hour of overtime compensation.
- F. Overtime will be paid to the employees under the following circumstances:

Minimum Staffing/Shift Coverage- Time worked in excess of a 24-hour shift and/or any part of a shift that is worked in excess of a normal work cycle (the work cycle is defined as one (1) shift on duty and two (2) shifts off duty).

Emergency Coverage-The minimum compensation for call-back pay is two (2) hours.

Training - When an individual is authorized to attend training sessions (outside of their normal duty cycle) they will be paid for the hours spent in training. Any training outside the City of Liberty, bargaining unit employees will be compensated for mileage or provided a city vehicle or transportation.

Meetings - A minimum of two (2) hours overtime will be paid for any in-person meetings scheduled outside your normal duty, including any committee or meetings of the Labor Management Committee or its sub committees. Committee rosters shall be established in conjunction with Management and Local 42. Virtual meetings will pay actual time of attendance.

Extraordinary- All other requests for overtime will be at the discretion of the Fire Chief or designee, with a minimum compensation of at least one (1) hour.

Section 4. Overtime Opportunities:

The Liberty Fire Department utilizes five (5) types of coverage for overtime opportunities.

A. Minimum Staffing/Shift Coverage:

- 1. The shift coverage list is utilized when coverage for an individual is needed for eighteen (18) hours or more.
- 2. The Shift Commander should place the telephone call(s) at or near 1800 hours the night prior

to the shift needed. Calling shall begin with the individual's card first up in the book.

3. If during the initial call for overtime there is "No Contact" (NC) (minimum of 6 rings or until answering machine picks up) or a busy signal, the officer shall page out all personnel. The Shift Commander or designated individual calling overtime will then wait fifteen (15) minutes. If the individual does not call back within the allotted time, the shift commander will call the remainder of the personnel, in order. Additionally, personnel will call and provide the hiring party with a number where they can be reached, if they are not available at the listed number on the individual's overtime card.
4. If an individual, after the fifteen minutes, is unable to be contacted for overtime, an "X" will be placed in the box under the "NC" by his/her name and their card will be moved to the back of the book.
5. If an individual is contacted but "Refuses" (R) the overtime an "X" will be placed in the box under the "R" by his/her name and their card will be moved to the back of the book.
6. If an employee is "On Duty" (OD) for any reason or hiring that individual will affect minimum staffing requirements, their card shall not move and "X" will be placed in the box under the "OD" by his/her name and their card will not move.
7. If an employee is contacted and agrees to take the overtime shift, the date, amount of hours taken and assignment shall be recorded appropriately on the individual's overtime card and the card will be moved to the back of the book.
8. The cards will be maintained in a book in order of rank and seniority and will include all applicable employees.
9. Assistant/Division Chiefs can only fill Shift Commander positions. When a Shift Commander is scheduled off, for any reason, he/she will appoint one of their qualified company officers to work out of class as Shift Commander. If a shift commander is hired for overtime, the Company Officer assigned to work out of class will be returned to his/her regular duty assignment. Bargaining unit members shall not work out of class in positions outside the bargaining unit when such assignment would result in overtime hiring for any position in the bargaining unit.
10. Division Chiefs working 8-hour days can only work overtime on shift during the weekends, unless it is approved by Fire Chief or his/her designee.
11. Captains can only fill Captain positions. When a Captain is scheduled off, for any reason, he/she will appoint one of their qualified firefighters to work out of class as Captain. If a Captain is hired for overtime, the firefighter assigned to work out of class will be returned to his/her regular duty assignment.
12. In the event there is no available Captains position and the firefighters have been exhausted, a Captain will then be eligible to fill the position of lesser grade in order to prevent a draft. If a

Captain is hired back due to the firefighters list being exhausted and a Captain is absent from another station, details will occur to place the Captain in the Captains position.

13. The availability of a position, at the station that is below minimum staffing, will determine the position hired for the day. It is the intent, when calling overtime, to cause the least amount of disruption for the on-duty shift.
14. In the event an overtime list has been exhausted for the shift, any additional overtime opportunities for that shift shall be paged out. The overtime will be awarded to the first qualified and available member that contacts the Shift Commander and/or his/her designee.
15. Personnel that accept overtime and are not currently at a fire station must be able to be ready for duty within two (2) hours after they accept the overtime position.

B. Short Coverage Overtime:

This second general list for overtime is used when the time being filled is greater than five (5) hours and less than eighteen (18) hours.

1. Overtime for short term coverage shall have the names of all applicable employees and be called in accordance with hiring procedures in Section 4.
2. Overtime for the short list shall not affect minimum staffing requirements.
3. In the event the initial notification received causes the hiring officer to utilize the short coverage list and the time changes during the shift, extending the coverage beyond 18 hours, the individual currently filling the position will be offered the remaining time. If the individual accepts the remaining overtime there will be no movement of cards. In the event the individual currently working declines the remaining overtime, the proper guideline will be followed to fulfill the overtime need.

C. Less than five (5) hours:

Overtime for less than five (5) hours will be paged out stating what classification is needed or that any qualified person may respond. The first qualified person to call back will be awarded the overtime.

D. Scheduled Event Overtime:

1. Scheduled Event Overtime will consist of known standbys etc.
2. Employees will be notified of the overtime opportunity, including the type of event, time, requirements, etc., via accessible electronic media, and may sign up through the Department's scheduling software.
3. In the event only one person signs up for a standby on a Rescue and no one else can work, that employee will have the option to refuse the overtime or be assigned a unit until the standby is completed by on-duty personnel.

E. Drafting of On Duty Personnel:

1. If, after offering overtime through the procedures above, a Shift Commander is unable to hire

someone for one of the above coverage overtime opportunities, they can order personnel from their on-duty shift to cover the next day's vacancy. It will be up to each Shift Commander to keep an up to date ordered overtime list for their assigned personnel.

2. Drafting will begin with the lowest seniority member on each assigned shift. Each member will be drafted one (1) time. Once a member has been drafted the next lowest seniority member will be eligible to be drafted. Members working on overtime or trade time cannot be drafted, only regularly assigned, on-duty personnel may be drafted. Members shall be permitted to trade their draft with another member of the same shift. The person volunteering for the draft spot will then be marked off the rotation list, and the original drafted member will remain as first up to be drafted.
3. The draft list shall be reset at 12:00 a.m. on January 1st of each year, at which time the lowest seniority members on each shift will again be the first eligible to be drafted.
4. Any member who is "drafted" for up to a twelve (12) hour period will receive fifty (\$50.00) dollars for each occurrence. Members who are "drafted" for greater than a twelve (12) hour period will receive one hundred (\$100.00) dollars for each occurrence.

F. Overtime Calling Procedure

1. Determine the position overtime is being called for:
 - a. Identify the station that is below established minimum staffing
2. Identify the position that is not staffed (FF, Fire Specialist, Captain, Assistant Chief).
3. Utilize the list for the vacant position to begin overtime calling (i.e. if it is a Captain position begin calling the Captain's first).
4. If multiple positions are available, determine minimum staffing requirements (i.e. do you need a Captain or Firefighter).
5. Begin calling the appropriate list based on the qualifications needed in order of Assistant Chief, Captain, and Fire Fighter.
 - a. As positions are filled, move to the next needed list meeting the minimum qualifications to fill the remaining open positions.

The overtime calling procedures may be reviewed and modified during the term of this Agreement through consensus of the Labor/Management Committee.

G. Overtime Callback Pay

Any bargaining unit member who believes he/she is unduly passed over, skipped or otherwise disadvantaged for an overtime opportunity for which he/she is qualified will direct his/her concern to the Division Chief who did the hiring. If it is determined the bargaining unit member was indeed unintentionally missed for the overtime opportunity, the bargaining unit member will automatically be placed first in line for overtime until he/she accepts an overtime opportunity. This provision shall in no way be interpreted to limit a bargaining unit member's, nor the Union's, right to grieve any instance of overtime hiring pursuant to Article XIV of this Agreement.

H. Overtime and Shift trades, Vacation Time, Holiday Time and Sick Leave:

1. Individuals that are working a shift trade or that are scheduled off on a shift trade for the shift overtime is being called will remain in the front of the book and this action will be documented appropriately on the individual's overtime card.
2. Individuals that are scheduled for a vacation day for the shift overtime is being called for will remain in the front of the book and this action will be documented appropriately on the individual's overtime card.
3. Individuals that are scheduled for a holiday for the shift overtime is being called for will remain in the front of the book and this action will be documented appropriately on the individual's overtime card.
4. Individuals that have requested sick leave for the shift overtime is being called for will receive an "X" in the box under "Sick" on the individual's card, however their card will remain in its position in the book.

ARTICLE 7 - VACATIONS, HOLIDAYS, AND SPECIAL LEAVE

Section 1. Vacations

All members of the bargaining unit shall accrue vacation according to the below schedule:

Years of Service	Accrue Annually
0-3	120 hour/5 shifts
3.1 -7	144 hours/ 6 shifts
7.1-11	168 hours/ 7 shifts
11.1-15	192 hours/ 8 shifts
15.1-20	216 hours/ 9 shifts
20.1-25	264 hours/ 11 shifts
25+	336 hours/ 14 shifts

Section 2. Vacation Scheduling

Vacation leave request for a calendar year must be made by the shifts in writing on the appropriate forms and given to the scheduling officer on or before February 15th. The calendar year for the purpose of scheduling leave will be March 1st through the last day of February the following year.

Vacations submitted by February 15th by shifts will have non-conflicting schedules, with four (4) bargaining unit members allowed off each day. The scheduling officer will review all requests and give the firefighter his/her preferred choice of vacation whenever possible. Seniority will be the primary priority during the scheduling process. For the purpose of vacation scheduling, seniority will be calculated from the date of hire within the Fire Department for all members of the bargaining unit.

If a member of the bargaining unit is administratively transferred to another shift at the Department's request, the member receives his/her vacation time as originally requested. Effective March 1st of each year, the scheduling officer will notify all fire department personnel of the approved vacation requests. The year's vacation schedule will be available for all personnel.

Bargaining unit members may request utilization of other vacation shifts as they accumulate time during the year. These requests should be made as early as possible so that they may be awarded. They are awarded on a seniority basis if two individuals ask for the same shift off at the same time.

Vacation leave may be requested anytime. Vacation time can only be taken in 12 or 24-hour blocks. The blocks are as follows: 0700 hours to 1900 hours and/or 1900 hours to 0700 hours. If a member wishes to cancel this vacation request it must be done eight (8) hours prior to the scheduled shift.

There shall be no maximum accumulation of vacation leave. Upon separation from employment, bargaining unit employees who leave the City with at least six months of service and provide the proper notice required as outlined within the City's Personnel Policies Manual will be paid for 100% of their vacation leave accrual not taken up to a maximum of 240 hours. Any accrued but not used vacation hours above the 240-hour maximum at separation of employment will be forfeited. Employees discharged for just cause are not eligible for any vacation payout. For payout of accrued vacation upon retirement, please refer to Chapter 8, Section 8.2 Retirement of the City's Personnel Policies Manual.

Vacation leave will be allowed at the request of the firefighters by his/her seniority as long as it does not compromise constant staffing. Four (4) bargaining unit personnel assigned to 24-hour shifts will be allowed off on any given day, with any combination of Kelly, Vacation, or Holiday time. The maximum amount of personnel allowed off duty may be adjusted through the Labor/Management Committee as fire department minimum staffing increases.

Emergency leave may be granted by the Fire Chief or their designee to all members of the bargaining unit. Accrued leave such as vacation or sick leave shall be utilized for such approved absence.

Section 3. Sick Leave During Vacation

A member may use accumulated sick leave time for illness or injury while on authorized vacation leave, providing the member immediately notifies the on-duty supervisor, and provided such use would be warranted if the member were not on vacation leave.

Section 4. Cash Out of Vacation Time

In the event the City appropriates funds for a cash-out of accrued and unused vacation, sick, and/or comp time, bargaining unit members will be afforded the same opportunities and will be subject to the same procedures or limitations as apply to all other City employees.

Section 5. Holidays

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 6. Scheduled Work Time on Holidays

Bargaining unit members regularly scheduled to work on any holiday shall work that day and be compensated at the rate of two (2) times regular pay for all hours worked on the shift that begins on a holiday, until 07:00 hours the following morning as is present practice. Those working on the date that the holiday is observed when different from the actual holiday will receive normal pay according to this Agreement.

Section 7. Holiday Leave

The Liberty Fire Department will follow the dictates of the holiday leave section of the City of Liberty Personnel Policies Manual. All shift personnel will receive 108 hours of holiday leave on January 1 of each year. Holiday leave can only be taken in twelve (12) hour or twenty-four (24) hour increments. No holidays will be carried over. Holiday hours not used by December 31st of each calendar year will be paid out to each bargaining unit member at their regular rate of pay in the first full pay period of the following calendar year. It will be the member's responsibility to monitor and request use of holiday hours.

Holiday leave will be apportioned at the beginning of the year. Holiday leave will be allowed at the request of the firefighter at any time as long as it does not compromise minimum staffing. A maximum of four (4) bargaining unit personnel will be permitted to select holiday or vacation leave on the first round of submitting requests. Seniority will dictate who has off if two individuals request the same date at the same time.

Holiday hours for newly hired employees will be provided based on the number of holidays remaining in the calendar year.

Section 8. Separation

Members who are separated from City employment due to line-of-duty death, shall have 100% of accrued but unused vacation, sick and holiday paid out to the member's LAGERS-designated beneficiary(ies) at the time of the on-duty death. Members who retire from City employment under the definition of LAGERS (early/normal/disability) will follow the City's retirement policy and will receive in their last direct deposit:

100% payout of all accrued but unused vacation time, up to a maximum of 240 hours, and;

100% payout of all accrued but unused holiday time, up to a maximum of 108 hours, and;

Payout of accrued but unused sick time according to the following formula:

Years of Service	Payout %
End of Introductory Period – 3	10%
3.1-7	25%
7.1-11	40%

11.1-15	55%
15.1-20	70%
20.1-25	85%
25+	100%

All members are eligible for the City's Retirement and Sick Buy-Back Program, which allows for 100% pre-retirement payout of both accrued and unused vacation and sick time. To be eligible, the HR & Risk Management Department must receive a member's written retirement letter at least six months in advance of the member's retirement date and no later than October 1 of the calendar year prior to retirement. Holiday time is not eligible for the City's Retirement Vacation and Sick Buy-Back Program.

Members who provide two (2) weeks written notice to the Fire Chief prior to the effective date of resignation will receive payout of all accrued but unused vacation, up to 240 hours, at 100% of the member's base salary rate at the time of separation effective date.

Members who provide two (2) weeks written notice to the Fire Chief prior to the effective date of resignation will receive payout of all accrued but unused sick pay at 25% of the member's base salary rate at the time of the effective date of separation.

Unused holiday hours for departing employees will be paid out based on the number of actual holidays that have already occurred at the time of separation. Departing employees will be required to repay any holiday hours used in excess of the actual holidays completed during the year.

Any member who fails to provide requested written resignation within said timeline will forfeit any and/or all accrued vacation, sick and/or holiday payout.

Members who are terminated for just cause shall forfeit any and/or all accrued vacation, sick and/or holiday payout.

Section 9. Bereavement Leave

Members are allotted two 24-hour shifts off with pay in the event of the death of a member of the bargaining unit member's immediate family. Please see City's Personnel Policies Manual for the definition of immediate family. Members will be allotted two additional 24-hour shifts off with pay in the event of death of the bargaining unit member's spouse/domestic partner, parent, child or stepchild. Members will be allotted one 24-hour shift off with pay in the event of the death of a member of the bargaining unit member's extended family. Please see City's Personnel Policies Manual for the definition of extended family.

During any Act of War, Policing Action or any military intervention by the United States Governments Military Forces, should a member's described immediate family succumb to enemy action; the said member will be shown on Funeral (Bereavement) Leave for six (6) twenty-four-hour shifts. Should the deceased family member be consecrated within a National Cemetery outside the Mid-West region, the employee will be allowed additional Funeral (Bereavement) Leave at the approval of the Fire Chief.

Section 10. Personal Leave

A leave of absence without pay may be granted by the City Administrator under the Family Medical Leave Act Policy.

A leave of absence without pay may be granted by the City Administrator for special circumstances.

Section 11. Civic Leave

All members of the bargaining unit shall be granted time off for Civic Duties consistent with the City of Liberty Personnel Manual Policies.

Section 12. Fetal Protection

A female employee, including introductory, who upon advice from her physician may not safely perform all of the essential duties of her job during pregnancy will be temporarily assigned to non-hazardous duties for the protection of the unborn fetus.

The employee shall remain assigned to a non-hazardous duty or another similar assignment until her physician specifies in writing that the pregnancy is terminated.

If, at any time during the pregnancy, the employee's physician feels that the member cannot perform non-hazardous duty; she will be placed on FMLA leave.

A non-hazardous duty assignment is defined as: a work environment which does not expose a pregnant employee or fetus to potential hazards incurred during emergency response activities or preparation of such activities.

Section 13. Military Leave

All members of the bargaining unit shall be granted time off because of Military and consistent with all provisions set forth by USERRA (Uniform Services Employment and Reemployment Act).

- A. Any member that is currently under contract with the United States Military Reserve or National Guard, and required to attend monthly "drill weekends," shall be granted paid leave for that purpose not to exceed 360 hours or 15 shifts per calendar year. The member must provide documentation of participation in scheduled drills to receive this compensation.

Section 14. Parental Leave

Bargaining unit members shall be eligible for Parental Leave consistent with City policy.

Section 15. Emergency Leave

Emergency leave may be granted by the Fire Chief or his designee to all members of the bargaining unit, accrued leave such as vacation or sick leave shall be utilized for such approved absence.

ARTICLE 8 - CLOTHING & EQUIPMENT

Section 1. Clothing & Equipment

The City shall furnish to all members uniforms and protective clothing, which shall be replaced at the City's

expense when worn out through normal use or destroyed or damaged beyond repair during any emergency or non-emergency activity on duty. The initial clothing issued to newly hired employees shall consist of a minimum of:

- A. one (1) long sleeve and one (1) short sleeve class B shirt,
- B. one (1) pair of Class A shoes,
- C. one (1) tie,
- D. one (1) pair of Class A pants,
- E. one (1) black belt with silver-colored buckle,
- F. two (2) job shirts,
- G. nine (9) t-shirts short or long sleeved,
- H. one (1) ball cap,
- I. four (4) pairs of uniform pants,
- J. (1) pair of uniform shoes/boots (for personnel in safety sensitive positions),
- K. two (2) badges,
- L. two (2) set of collar brass,
- M. two (2) name tags, and
- N. the appropriate set of protective clothing to include:
 - a. one (1) helmet,
 - b. two (2) Nomex hoods,
 - c. one (1) bunker coat,
 - d. one (1) bunker pants w/suspenders,
 - e. one (1) pair of bunker boots,
 - f. two (2) pair of fire gloves,
 - g. one (1) SCBA Mask (with prescription glasses inserts as needed).

Members who have completed probation will be sized for one (1) new bunker coat and one (1) new pair of bunker pants with suspenders, which will be ordered in the next bunker gear rotation occurring thereafter.

Members promoted to the rank of Captain will receive, at the City's expense, one complete set each of Class A and Class B uniforms, in addition to the yearly clothing allowance.

The City will provide a washer and dryer for uniforms at all stations and a commercial gear washer/extractor shall be maintained at a minimum of one station.

The City shall maintain bunker gear so that each bargaining unit member has two (2) sets with the primary set not to exceed five (5) years in service and the 2nd set being ten (10) years in service and replacement to commence at the manufacturer's recommendation or ten (10) years of service or age, or if gear is condemned after inspection.

The City and the Union agree to support efforts to buy Union and American made goods.

Daily uniform styles/logos may be adjusted throughout the term of this Agreement, if mutually agreed

through the Labor/Management Committee.

Section 2. Annual Allowance

Each bargaining unit member shall receive an annual allowance of \$425.00 for uniforms including footwear.

The City will provide new bunker boots whenever bunker gear is replaced.

Section 3. On-Duty Attire

Bargaining unit personnel shall be allowed to wear casual/non-duty footwear inside fire station living quarters except during station tours or when visitors are present. During those times, all bargaining unit members shall be in full uniform, including uniform footwear.

Whenever the outside temperature reaches 90 degrees Fahrenheit or when the heat index is above 90 degrees Fahrenheit and members are performing outdoor duties, they shall be permitted to wear uniform polo shirts.

In the event that NFPA 1500 is revised to affirmatively allow facial hair under specific standards, bargaining unit members shall be permitted to wear facial hair in compliance with the standard.

ARTICLE 9 - BENEFITS PROGRAM

Section 1. Insurance

The City shall furnish to all members of the Fire Department a Benefits Program consistent with the benefits program afforded to all City employees.

Section 2. Retirement Plan

Nothing in this provision shall prohibit the City from increasing or improving economic items, including the pension, during the term of this Agreement.

In keeping with the agreed upon terms between Local 42 and the City, all members of the bargaining unit will continue as members of Local Government Employees Retirement System, "LAGERS", at the level of L6 (at the current contributory levels) Section 70.600 -70.755 of the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein. This agreement can only be changed if the City moves the members to a higher level of "LAGERS".

Section 3. Voluntary Deferred Compensation

Members shall be afforded the option to enroll into a secondary retirement program selected by the City and governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program.

Section 4. Career Advancement

During the course of this agreement, the City and the IAFF Local 42 agree they will continue to negotiate terms for the development and implementation of a Career Advancement program for members covered under this agreement; with these discussions, monetary costs associated with this program will also continue.

Section 5. Continuing Education

The City shall create a monetary pool totaling a minimum of five thousand dollars (\$5,000) per calendar year (for members to enroll in outside educational opportunities, to include; job related conferences, job related continuing educational programs, and job-related studies at an accredited college. The maximum numeration for any member in a calendar year is five hundred dollars (\$500). The granting of funds does not include the providing of coverage for attendance if the member is on duty during the scheduled event. The funds can be applied to any portion of the expense of the outside training/educational opportunity. In the event funds are not available for each employee during the budget year the funds will be awarded on a first come first serve basis.

Requests for funds to be utilized by a member for job related conference, job related continuing educational programs, and job-related studies at an accredited college must be accompanied by accepted registration. In addition, at the completion of the training/educational opportunity the member must supply proof of attendance/completion for conferences/CEUs. If the member does not provide proof of attendance/completion for the conference/CEUs, the member must reimburse the City the full amount received as a condition of employment. If the request is made for job related studies at an accredited college, the member must provide proof, upon completion of the class, their received grade. If the member does not receive a letter grade of at least a "C" the member must reimburse the City the full amount received as a condition of employment.

Section 6. Line of Duty Death Related Expenses / Dependent Coverage

Should a bargaining unit member die in the line of duty, or from duty related illness or disease, the City shall continue his or her medical insurance plan or if necessary procure a new medical insurance plan which is substantially similar to that in coverage and pricing effective at the time of death, for the benefit of the bargaining unit member's spouse and dependent children. This coverage shall cease for the spouse when the spouse remarries or turns 65 and for the dependent children when they reach the age of 26. If applicable federal law changes, the parties shall immediately re-bargain the duration of these coverages. The City agrees to pay an additional \$10,000 for reasonable funeral and burial expenses of any bargaining unit member who dies in the line of duty or dies from duty related illness or disease. This sum will be payable to the registered beneficiary on record with LAGERS.

Section 7. Community Center Membership

All bargaining unit members have the ability to receive a free individual membership or discount tiered memberships to the Liberty Community Center. All required forms for this benefit must be completed and turned into the HR & Risk Management Department before the benefit can begin.

ARTICLE 10 - SICK LEAVE

Section 1. Amount

Fire Department members covered under this Agreement will earn hours of sick leave per month at a rate of six (6) hours per pay period. Due to unforeseen catastrophic illnesses or injuries, Bargaining Unit member's sick leave may be accumulated to a maximum of sixteen hundred and eighty (1680) hours to total 70 shifts. For retirement payout, please refer to Article III, Section 5 of this CBA.

Section 2. When Taken

All members of the bargaining unit shall be afforded all rights for sick leave requests resulting from employee's non-occupational injury and illness consistent with the City of Liberty Personnel Manual

Policies. All requests must be made to the shift commander at headquarters at least one hour prior to beginning of each of the firefighter's scheduled shift (exceptional circumstances can be approved per the Fire Chief or his/her designee).

It is the department's position, in case the firefighter will be temporarily disabled for a specific period of time, the firefighter should advise the shift commander as soon as possible regarding the amount of time required for recuperation and estimated date of return to work. A written statement by the physician should accompany this as soon as the employee is able to provide it to the department.

Whenever possible sick leave requests which are made for the purposes of attending to an illness or death in the immediate family should be made one-hour prior to the beginning of the shift and time off shall be in accordance with City's Personnel Policies Manual.

The Fire Chief or his/her designee may request an attending physician statement at any time that a firefighter has been granted sick leave for more than two continuous shifts. Additionally, the Fire Chief may require a statement from the firefighter's attending physician to verify the employee is physically fit to resume the assigned duties or responsibilities prior to the firefighter's return to work.

Section 3. Sick Leave Payout Upon a Member's Death

- A. If a member dies in the line of duty, or dies from duty related illness, injury or disease, the member's named LAGERS beneficiary shall receive 100% of the member's accrued sick leave in a lump sum.
- B. If a member has a non-duty-related death, the member's named LAGERS beneficiary shall receive 50% of the member's accrued sick leave in a lump sum.

Section 4. "Gifting" Sick Leave

Members shall be eligible to donate to or use donated sick leave from the citywide pool, pursuant to the rules outlined in the City's personnel manual.

ARTICLE 11 - INJURIES ON THE JOB

Section 1. Workers Compensation / Injury Leave

All members are entitled to injury leave in the event of a job-related injury that renders the member incapable of performing his/her essential duties. Injury leave will terminate when the member's Workers' Compensation treating physician releases said member for alternate work duty, return to duty or on the date such physician declares him/her permanently disabled.

Section 2. Medical Care for Injuries

Bargaining Unit members who sustain occupational illness or injury will be treated in accordance to the City of Liberty Personnel Policies Manual. The City has established both regular working hours and after hour clinics for all non-life-threatening injuries or illness. For life threatening or serious injuries and illnesses, the referral will be to Liberty Hospital. If transport is necessary, it shall be to the closest appropriate facility. All clinic information will be made available as each employee is afforded an opportunity to choose a preferred clinic from the approved protocol list.

If at any time the member feels they are not receiving quality treatment, that treatment is delayed or other issues arise, the employee needs to report this information to Human Resources, so they may assist in resolving the issue. It is the goal of the City and the Union that all personnel will be provided with quality and timely treatment for their occupational illness or injury.

Section 3. Emerging Infectious Diseases

The City and the Union shall continually develop an emerging infectious disease response plan through the Labor Management process which shall address testing, possible quarantine requirements, return-to-duty procedures, vaccinations and all other pertinent issues agreed upon by the parties.

ARTICLE 12 - COMPENSATION

Section 1. Wages

- A. Effective on the first day of the first full pay period after the bargaining unit ratifies this Agreement, the step system set out in Appendix B shall go into effect. For the 2025 calendar year, each employee shall be slotted into the new step system at next-higher step for their job classification, or at their existing step if they are already at the top step.
- B. Employees newly hired January 1st to June 30th of each calendar year of this Agreement shall receive a step increase for the calendar year in which they were hired and then every year after in accordance with Appendix B provided an agreed upon wage package for the year is in effect. Employees newly hired July 1st to December 31st of each calendar of this Agreement shall receive a step increase in the next calendar year from which they were hired and then every year after in accordance with Appendix B, provided an agreed upon wage package for the year is in effect.
- C. Ratification Pay. All members shall receive a ratification payment in the gross amount of \$1380.96. The ratification payment shall be issued in the first full pay period after ratification and adoption of this Agreement.

Section 2. Topped Out Members

A one-time one-time top out payment in a gross amount equal to 2.75% of the member's 2025 base annual salary as listed in Appendix B of this Agreement shall be issued in a lump sum to those members who were at the top step of their position's step plan for more than one year in 2024. This payment will be included in the first full pay period after ratification and adoption of the CBA.

Section 3. Working Out of Classification Pay (WOC)

Working out of Classification (WOC) compensation for a Firefighter (EMT or Paramedic) to the rank of Captain will be compensated as outlined in Appendix B.

Working out of Classification (WOC) compensation for a Captain to the rank of Assistant Chief will be compensated as outlined in Appendix B.

Section 4. Fire Specialist Incentive Pay

The classification of Fire Specialist will be compensated as outlined in Appendix B and shall be in addition to the normal rate of pay during actual time assigned in the daily operation of Fire Apparatus.

Section 5. Paramedic Incentive Pay

Employees that bid or are permanently assigned to the position of Firefighter/Paramedic on a Rescue shall receive incentive pay in the gross amount of Five Thousand Dollars (\$5,000.00) annually, to be paid in a lump sum on the last pay day in November (separate from regular pay checks). To receive the incentive pay, the member must:

- Fulfill the position of Field Training Officer (additional compensation as outlined in this Agreement)
- Maintain MO Paramedic License throughout the calendar year (continual license)
- Score a minimum of 70% on the Department's annual protocol test
- Attend a minimum of 75% of the scheduled Quality Improvement meetings with the City's Medical Director.

*In the event a Firefighter/Paramedic position on a Rescue is not filled via the established bidding process, the lowest seniority and qualified member on the effected shift will be administratively transferred to the position.

*Members that assume the position mid-year due to vacancy will receive the incentive pay on a prorated basis of \$416.67 per month for full calendar month served in the position. Members who assume the position mid-month will receive the hourly incentive set out below for the remainder of the month and will then move to the monthly incentive

Qualified members not current assigned as a Firefighter/Paramedic on a rescue will receive Paramedic Incentive pay at the rate of \$2.00 per hour worked on the rescue.

Section 6. Field Training Officer (FTO) Pay

A. The primary objective of the (FTO) is to provide department-wide, consistent training on departmental procedures, protocols, expectations and culture for to newly hired employees. The FTO should strive to be a positive role model in performance of essential functions, attitude, teamwork and overall representation of the Department and City; and should strive to continue role model behavior after field training has ended. The essential functions and training specifications of the FTO may be adjusted through the Labor Management Committee.

B. Bargaining unit members assigned as Field Training Officers shall receive a premium two dollars (\$2.00) per hour for each shift hour worked during which they function as an FTO.

ARTICLE 13 - DISCIPLINARY PROCEEDINGS

Any time an employee is called before an officer or a supervisor outside the bargaining unit for the purpose of considering disciplinary action, the employee shall have the right to be represented by the Union and shall be notified of that right and given adequate time to obtain such representation upon request.

The right to Union representation, as referenced above, includes occasions when members are formally confronted by officers or supervisors outside the bargaining unit for any reason that is reasonably contemplated to lead to disciplinary action, including: an investigatory interview or hearing; a formal meeting to consider a problem related to performance, behavior or conduct; and/or proceedings, in which discipline is discussed or administered. Proceedings in which a, "right to Union representation", arises requires a level of formality. Such right is not intended to arise in the day to day communications between employees and supervisors nor in the case when a supervisor is discussing or presenting an employee's regular performance evaluation.

Three (3) Union representatives and three (3) Management representatives will be the normal limits allowed for the purposes of considering Departmental grievances and discipline. More or less representation may be mutually agreed upon.

The City is committed to a process of progressive discipline, consistent with the steps set forth in the City's Personnel Policies Manual. The Union and the City recognize that some actions on the part of an employee may make it appropriate for the City to depart from strict adherence to the above-referenced progressive steps.

Matters concerning discipline and discharge of discipline are subject to the grievance procedures as set forth within this Collective Bargaining Agreement.

ARTICLE 14 - GRIEVANCE PROCEDURE

The following procedure is established for the prompt resolution of grievances or disputes which may arise out of the interpretation or application of this Agreement or arising out of disciplinary action, above a verbal warning. By mutual agreement, the parties may extend any deadline established in this Article. Absent such agreement, however, if the City fails to issue a timely response to a grievance as provided for in this Article, the employee covered by this Agreement and/or the Union may immediately advance the grievance to the next step.

Section 1. Grievances

Step One:

An employee covered by this Agreement and/or the Union who has a grievance shall first present the grievance, in writing, to the immediate supervisor within fifteen (15) calendar days of the action or incident in question. If the grievance involves the immediate supervisor, the grievance may be submitted directly to the Department head as set forth in Step Two below. An appropriate investigation regarding the circumstances giving rise to the grievance will be conducted. An answer to the grievance will be provided to the Union within ten (10) calendar days after it's presented.

Step Two:

If the matter is not satisfactorily resolved in Step One, the employee with the Union may, within fifteen (15)

calendar days of receiving the answer at Step One advance the grievance to the Department Head. The Department Head shall meet with the employee and the Union to further consider the grievance. In an effort to resolve the grievance, the Department Head will consider the facts presented by the employee and the Union and may, if necessary, conduct an additional investigation. The Department Head shall issue his/her decision, in writing, within fifteen (15) calendar days of the meeting with the employee and the Union.

Step Three:

If the matter is not satisfactorily resolved in Step Two, the Union may, within fifteen (15) calendar days of receiving the answer at Step Two advance the grievance to the Human Resources Director. The Human Resources Director shall meet with the employee and the Union to further consider the grievance. In an effort to resolve the grievance, the Human Resources Director will consider the facts presented by the employee and the Union and may, if necessary, conduct an additional investigation. The Human Resources Director shall issue his/her decision, in writing, within fifteen (15) calendar days of the meeting with the employee and the Union.

Step Four:

If the matter is not satisfactorily resolved in Step Three, the Union may, within-fifteen (15) calendar days of receiving the answer at Step Three advance the grievance to the City Administrator. The City Administrator shall meet with the employee and the Union to further consider the grievance. In an effort to resolve the grievance, the City Administrator will consider the facts presented by the employee and the Union and, may if necessary, conduct an additional investigation. The City Administrator shall issue his/her decision, in writing, within fifteen (15) calendar days of the meeting with the employee and the Union.

Grievances involving termination for cause shall be submitted to the City Administrator at Step Four, within fifteen (15) calendar days of the effective date of the termination.

The City Administrator will be the last step for grievances filed by Introductory Employees, during their introductory period within the Fire Department. Such introductory period is normally twelve (12) months but shall not extend beyond twelve (12) months.

Section 2. Union Grievances

The Union may directly initiate a grievance involving the prospective interpretation or application of this Agreement or matters beyond the jurisdiction of any one supervisor at the supervisory level implicated or at one (1) level above such supervisory level. Such grievances will be processed in accordance with the Steps and time frames set forth above.

Section 3. Confidentiality

All grievances, except grievances arising out of the interpretation or application of this Agreement, will be kept confidential to the maximum extent possible. During the investigation and processing of such grievances, employees and the Union are required to maintain confidentiality. Any breach of this confidentiality may lead to disciplinary action up to and including termination.

Section 4. Arbitration

- A. Grievances may be settled at any of the Steps of the grievance procedure and if the resolution is reduced to writing and signed by both the City and the Union, such resolution shall be final to the grievance.
- B. Arbitration of Grievances.
1. If the grievance is not resolved by the steps provided above, the matter shall be submitted to final and binding arbitration at the request of either the City or the Union. In the event of such arbitration, the arbitrator shall be instructed that each party shall bear its own costs but that the arbitrator's fee shall be assessed by the arbitrator to the party receiving the lesser award, unless the parties otherwise agree. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a subregional panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list.
 2. In the event that arbitration is requested for a matter, the resolution of which has the potential for a substantial financial award that the City does not have sufficient resources available for an appropriation to satisfy, the City may request that the matter be submitted to advisory arbitration.
 3. The arbitration provisions contained in this Agreement are not intended to waive any member's right to seek judicial enforcement of any statutory discrimination claim, as addressed in the United States Supreme Court's opinion in *14 Penn Plaza LLC v. Pyett*, or other statutory claim recognized under state or federal law.
- C. In the event that arbitration is not requested within fifteen (15) days of the City Administrator's decision, the matter shall be considered dropped.
- D. The parties may agree in writing to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or use of third parties.
- E. In the event that the dispute is not resolved, the Union shall retain all rights that it may now have, or may in the future acquire, to obtain a judicial determination of the issue in any court of competent jurisdiction. This article of the Agreement is not intended to and does not subtract from or add to any legal rights or obligations that any party to this Agreement may have or may acquire.

Section 5. Time Limits

The time limits set forth in this Article are binding, unless waived by mutual agreement of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure of the City to respond within the time limits set forth above shall result in the grievance automatically moving to the next step. Failure of the employee and/or the Union to comply with the time limits shall result in the grievance being dropped.

ARTICLE 15 - LABOR MANAGEMENT COMMITTEE

Section 1.

There will be a Labor/Management Committee with equal representation from the City and the Union. This

committee shall be co-chaired. The co-chairs are responsible for preparing a written agenda at least ten (10) calendar days in advance of the meeting. The Labor co-chair will be responsible for emailing the final agenda to all members of the Committee at their work email addresses.

Section 2.

The Committee shall meet at least each quarter at a time agreeable to both parties. Meeting dates will be placed on the Department's electronic calendar. The committee shall also be convened within ten (10) calendar days of a request from either the Union or the City to address issues of a critical or emergency nature.

Section 3.

This committee does not preclude officers or other supervisors of the Fire Department from meeting with Stewards or other designated Union representatives on an informal basis.

Section 4.

This committee is not vested with the power to change, modify, or alter this Agreement unless otherwise stated.

Section 5.

The purpose of this committee is to facilitate harmonious Labor/Management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussions regarding the implementation of major new departmental programs, policies or procedures that may affect the bargaining unit members.

The Labor co-chair shall be responsible for preparing minutes of each Labor/Management meeting. All Labor/Management minutes shall be reviewed and approved by both chairs, then sent via email to all members of the Department at their work addresses within ten (10) calendar days of the meeting.

Section 6.

In lieu of the Labor/Management Committee provision set forth above, the parties may adopt mutually agreeable committee structures and procedures.

ARTICLE 16 - OCCUPATIONAL HEALTH, SAFETY AND WELLNESS

Section 1. Physical Fitness Equipment

The City shall furnish equipment for members to engage in physical fitness and exercise at each station, including replacing existing equipment when it is no longer serviceable.

Section 2. Physical Examinations

A health and wellness committee comprised of members from both the Employer and Union shall be established to determine local standards for firefighter wellness, mandatory physicals and fitness standards accordance with NFPA 1582, 1583 and the IAFF/IAFC Joint Labor Management wellness/fitness initiative.

Physicals as outlined by NFPA will be provided as outlined by the following age categories:

- A. 18 – 30; every 3 years
- B. 31 – 40; every 2 years
- C. 41 and older; every year

Employees are required to participate in the physicals, wellness programs, fitness for duty testing and physical fitness.

Preventative immunizations shall be provided by and at the expense of the Employer. The established committee will outline required preventative immunizations as well as the required time period in which each immunization shall be offered. Employees that refuse the offering will document such in writing and their stated reason for refusal.

The results of all Department physicals and testing shall be confidential and released only to the employee, except that management will receive the overall result (fit for duty or not).

ARTICLE 17 - MISCELLANEOUS

Section 1. Ready Time

It is understood that the agreed upon schedule contemplates that some scheduled hours will be designated as "ready time" when routine inspections, training and testing will not be scheduled. Ready time is defined as the standby time on the night tour of duty in which no routine activities will be scheduled. This time will be the hours from 2000 hours until 0600 hours. During ready time, equipment will be maintained in a manner that ensures readiness to respond to any emergency situation. Both parties agree that circumstances of a critical nature may arise, which may require that some duties be performed during ready time (e.g., to abate a life safety hazard in a place of public assembly. The union will agree to allow two (2) training sessions per year after normal ready time hours (2000 hours) to satisfy requirements of the Insurance Service's Office (ISO).

Section 2. Operator's Permit

All employees must notify their Shift Commander whenever their driver's license is suspended or revoked and immediately cease operating any City vehicle. Members who have their drivers' license suspended or revoked shall be placed on unpaid leave for the period of the suspension or revocation, for a period of up to six (6) months. Any member whose license remains suspended or revoked for more than six (6) months will be subject to discipline up to and including discharge.

Section 3. Meals

The City will provide an eating facility at each station with a stove, oven, microwave, refrigerator, utensils and cook ware. On duty personnel may frequent area eating establishments for carry out meals. On duty personnel may also dine in at such establishments as long as such dining does not interfere with the seating or dining of the regular patrons.

The Department will provide meals to crews assigned to non-emergency Fire Department activities that run

continuously from 10:30 a.m. to 1:30 p.m., and or from 4:30 p.m. to 7:30 p.m., if crews are not released for a meal break of no less than thirty (30) minutes during those time periods.

Section 4. Vaccinations and Boosters

The City will provide vaccinations and booster doses for communicable diseases and blood borne pathogens in compliance with Missouri Department of Health and OSHA regulations for the following diseases, at a minimum: COVID-19, Hepatitis (A and B), Poison Ivy, Tuberculosis; Influenza; Rubella; Polio; and Tetanus. Vaccinations and boosters will be offered on a voluntary basis.

Section 5. Public Safety Sales Tax Oversight Committee

The City will establish a committee to be known as the Public Safety Sales Tax Oversight Committee. IAFF Local 42 will have two (2) representative members on the Committee. One individual will serve as the primary voting member, with the other individual serving as their alternate. Both individuals will attend the meeting along with two (2) FOP members (primary and alternate) along with citizens and a Council Member liaison, as appointed by the Mayor.

Section 6. Professional Credentials

If professional credentials (i.e. EMT/Paramedic license, CPR license, etc.) of any bargaining unit member that are necessary for the performance of the member's essential job functions are suspended, lost and/or are not renewed, through no fault of the member, the member will be placed on alternative work duty until such time as the license has been restored. Any employee whose credentials are lost or suspend due in whole or in part to the member's own negligence shall be placed on unpaid leave until the credentials are restored, for up to a maximum of three (3) months. Thereafter the member shall be subject to discharge. The City will provide as many training and certification classes and opportunities as possible to ensure proper and timely credential recertifications.

Section 7. Past Practice

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

ARTICLE 18 - ENTIRE COLLECTIVE BARGAINING AGREEMENT

This work agreement will be considered as addendum to the Personnel Policies and Procedures in effect at the time this work agreement is executed. If a conflict exists between this agreement and the Personnel Policies and Procedures in effect at the time this work agreement is executed, this agreement will prevail; however, if there is no conflict the Personnel Policies and Procedures in effect at the time this work agreement is executed will prevail. Benefits and rights provided to all other city employees as part of the City Personnel Policies and Procedures that are not specifically addressed in this agreement shall also be conferred upon with the bargaining unit. The parties further acknowledge that during the meetings that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the complete understandings and agreements arrived at by the parties after the exercise of that right and

opportunity is set forth in this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

ARTICLE 19 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared invalid by federal or state or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement will remain in full force and effect. Upon request, either party may initiate negotiations over the subject matter of the stricken provisions. Such negotiations shall commence as soon as practicable.

In the event either party makes a good faith argument that the provision stricken by operation of law so fundamentally alters the entirety of the Agreement that the remaining provisions are rendered meaningless or contrary to the overall intent of the unreformed Agreement that party may immediately certify for arbitration that argument. If the position of the party making such argument is sustained by the arbitrator, then the balance of the Agreement will be suspended and the parties shall, as soon as practicable, engage in negotiations regarding such stricken provisions.

In the event that the arbitrator fails to render a decision within ninety (90) days, either party may suspend this Agreement until receipt of the arbitrator's decision.

ARTICLE 20 - TERM OF AGREEMENT

Section 1. Term of Agreement

This Collective Bargaining Agreement shall become effective upon ratification by the bargaining unit members and approval by the City Council of Liberty, and shall remain in full force and effect through December 31, 2027. It shall be automatically renewed thereafter and remain in effect from year to year thereafter, unless either party notifies the other, in writing, prior to the expiration date, of a desire to modify the agreement. The notification for such a modification shall be made during the month of September 2027, prior to the expiration of the agreement.

During the term of this agreement, both parties agree to negotiate annually on wages. Such negotiations shall commence no later than November 1 of each year. Negotiations shall cover any wage topics either of the parties wish to introduce, including but not limited to base wages, cost-of-living adjustments, incentive pay, and longevity pay.

Section 2. Reopener

Should the City enter into negotiations to provide Fire and/or Emergency Medical Services to any other jurisdiction that may or may not be represented by the Union, the City and Union shall reopen this agreement to discuss the terms of such consolidation.

Section 3. Negotiations

Negotiations shall commence within thirty (30) days of either party's notification that it desires to modify

this agreement.

For the City of Liberty, Missouri:

Greg Canuteson, Mayor

Curt Wenson, City Administrator

Chris Young, Fire Chief

Date: _____

For IAFF Local No. 42:

Daniel Heizman President

Eric Rose, Secretary-Treasurer

Chris Eslinger, Liberty Executive Board

APPENDIX A

PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES

SOCIAL SECURITY NO. _____

ADDRESS: _____

Effective this date, I hereby authorize the City of Liberty, Missouri to deduct from my pay the amount of _____ each pay period, which is an amount equal to the amount of membership dues for Local No. 42 of the International Association of Fire Fighters, as voted and authorized by official action of the membership.

I further authorize that future amounts, equal to the amount of dues and assessments as voted and authorized by official action of the membership, are to be deducted from my pay at the rate established by appropriate action of the membership when adjustments are made. Such adjusted rates shall be deducted the first full pay period after the effective date of the adjustment.

The authorization shall be irrevocable for one (1) year or until the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the City, by certified mail, post marked within seven (7) days of the anniversary of this authorization.

SIGNATURE

DATE

APPENDIX B

Classification	Step	2025 Rates		2026 Rates		2027 Rates	
		Hourly	Annual	Hourly	Annual	Hourly	Annual
EMT	1	\$18.91	\$49,158.90	\$20.04	\$52,108.43	\$20.84	\$54,192.77
	2	\$19.76	\$51,371.05	\$20.94	\$54,453.31	\$21.78	\$56,631.45
	3	\$20.65	\$53,682.75	\$21.89	\$56,903.71	\$22.76	\$59,179.86
	4	\$21.58	\$56,098.47	\$22.87	\$59,464.38	\$23.79	\$61,842.95
	5	\$22.55	\$58,622.90	\$23.90	\$62,140.28	\$24.86	\$64,625.89
	6	\$23.56	\$61,260.93	\$24.98	\$64,936.59	\$25.97	\$67,534.05
	7	\$24.62	\$64,017.68	\$26.10	\$67,858.74	\$27.14	\$70,573.09
	8	\$25.73	\$66,898.47	\$27.27	\$70,912.38	\$28.36	\$73,748.87
	9	\$26.89	\$69,908.90	\$28.50	\$74,103.44	\$29.64	\$77,067.57
	10	\$28.10	\$73,054.80	\$29.78	\$77,438.09	\$30.98	\$80,535.61
Medic	1	\$24.28	\$63,137.51	\$25.74	\$66,925.76	\$26.77	\$69,602.79
	2	\$25.13	\$65,347.32	\$26.64	\$69,268.16	\$27.71	\$72,038.89
	3	\$26.01	\$67,634.48	\$27.57	\$71,692.55	\$28.68	\$74,560.25
	4	\$26.92	\$70,001.68	\$28.54	\$74,201.78	\$29.68	\$77,169.86
	5	\$27.87	\$72,451.74	\$29.54	\$76,798.85	\$30.72	\$79,870.80
	6	\$28.84	\$74,987.55	\$30.57	\$79,486.81	\$31.79	\$82,666.28
	7	\$29.85	\$77,612.12	\$31.64	\$82,268.85	\$32.91	\$85,559.60
	8	\$30.90	\$80,328.54	\$32.75	\$85,148.25	\$34.06	\$88,554.18
	9	\$31.98	\$83,140.04	\$33.90	\$88,128.44	\$35.25	\$91,653.58
Captain	1	\$31.38	\$81,576.46	\$35.93	\$93,416.15	\$36.66	\$95,319.72
	2	\$32.32	\$84,023.76	\$37.01	\$96,218.63	\$37.76	\$98,179.32
	3	\$33.29	\$86,544.47	\$38.12	\$99,105.19	\$38.89	\$101,124.70
	4	\$34.28	\$89,140.80	\$39.26	\$102,078.35	\$40.06	\$104,158.44
	5	\$35.31	\$91,815.03				
	6	\$36.37	\$94,569.48				
	7	\$37.46	\$97,406.56				

Work Out of Class/Incentive	Rate
Fire Specialist (WOC)	\$1.25/hr
Firefighter/Paramedic (any Rescue)	\$5,000/annual for bid positions or \$2.00/hr for non-bid coverage assignments
Field Training Officer	\$2.00/hr
Captain (WOC)	\$2.00/hr
Assistant Chief – Shift Commander	\$4.00/hr