



# **Agenda**

## **City Council Split Session**

Monday, April 28, 2025 - 7:00 PM  
Council Chambers

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**I. 1st Session**

**II. Call to Order**

**III. Invocation and Pledge of Allegiance**

A. Council Member Kevin Graham

**IV. Roll Call**

**V. Proclamations**

**VI. Approve Minutes and Summaries**

**VII. Meeting Schedule**

**VIII. Consent Agenda**

**IX. Public Hearings**

- A. Resolution amending the future land use map of the comprehensive plan of the City of Liberty by changing the land use designation of approximately 13.7 acres from neighborhood commercial to multifamily residential at the SW corner of Glenn Hendren Drive and Rush Creek Parkway, in Liberty, Clay County, Missouri (P&Z Case 25-09A)
- B. Resolution approving a special use permit to allow a commercial use in the M-2 zoning district at 1919 Industrial Drive (PZ Case 25-13SUP)
- C. Ordinance amending the official zoning map of the City of Liberty, Missouri by rezoning 255 acres south of Seven Hills Road at Southview Road and south 291 Highway to PD "planned development" district for Strata Underground (P&Z Case 25-02R&PDP)

**X. Ordinances, Contracts and Resolutions**

- A. Ordinance acknowledging vendor payments for the period of April 4, 2025 to April 18, 2025
- B. Ordinance approving a guaranteed pricing agreement with TaylorMade, Co. for the purchase and installation of new rubber playground safety surfacing at Westboro/Canterbury Park playgrounds in an amount not to exceed \$73,693.18
- C. Ordinance approving a contract with Donelson Construction Co, LLC for City of Liberty Project 25-008 2025 Street Maintenance - Pressure Pave in an amount not to exceed \$184,332.98

- D. Ordinance to establish a public utility easement and abolish a certain section of alley right-of-way adjacent to Lot 2 and 3 Prairie Estate
- E. Resolution authorizing the filing of an application with the Missouri Division of Highway Safety for a highway safety law enforcement grant (hazardous moving vehicles)
- F. Resolution authorizing the filing of an application with the Missouri Division of Highway Safety for a highway safety law enforcement grant (dwi enforcement)

**XI. Other Business**

- A. Oath administered to Elected Officials

Matthew Smith, Treasurer  
Terry Mills, Auditor  
Cameron Brenton, Constable  
David Fulk, City Clerk  
Gene Gentrup, Council Member Ward Four  
Jeff Watt, Council Member Ward Three  
Kelley Pozel, Council Member Ward Two  
Harold Phillips, Council Member Ward One  
Greg Canuteson, Mayor

**XII. Adjournment of 1st Session**

**XIII. Call to Order - 2nd Session**

**XIV. Roll Call**

**XV. Consent Agenda**

- A. Motion to approve the purchase of a Dodge Durango pursuit vehicle from Landmark Dodge in an amount not to exceed \$41,396.00

**XVI. Ordinances, Contracts and Resolutions**

- A. Ordinance approving a contract with Metro Asphalt, Inc. for City of Liberty Project 25-003 2025 street maintenance pavement restoration in an amount not to exceed \$1,486,471.60
- B. Ordinance approving a contract with Inco USA, LLC for City of Liberty Project 25-002 2025 concrete flatwork replacement in an amount of \$186,085.26 with authorization for a spending amount not to exceed \$203,302.00
- C. Ordinance approving a cloud services agreement with Brightly Software Inc. for access to the asset essentials enterprise software for work order and asset management in an amount not to exceed \$26,082.64
- D. Ordinance amending Ordinance No. 11976 approving an agreement with architect Hoefer Welker, LLC to authorize Phase 2 of the City Hall Police and



MEP Design Project (#PW-24-020) by increasing the current agreement amount by \$1,485,232.00 from \$215,900.00 to \$1,701,132.00

- E. Ordinance approving two purchase agreements with Conrad Fire Equipment, Inc. for the purchase of two 2026 Pierce Saber Pumpers in a total amount not to exceed \$2,056,553.78
- F. Ordinance approving a purchase agreement with Conrad Fire Equipment, Inc. for the purchase of two 2027 Pierce Saber Pumpers in an amount not to exceed \$2,056,553.78
- G. Ordinance of the City of Liberty, Missouri authorizing the Mayor to execute a property maintenance funding agreement with Pace Properties, Inc. and The Liberty Commons Community Improvement District for maintenance of the Liberty Commons Shopping Center

**XVII. Miscellaneous Matters from City Administrator**

**XVIII. Miscellaneous Matters from Mayor and City Council**

**XIX. Adjournment of 2nd Session**



**STAFF REPORT**

**Planning and Zoning Case 25-09A**

**Staff: Michael Peterman, Asst. Director of Planning & Development**

**Date: April 28, 2025**

**GENERAL INFORMATION**

**Application:** **Proposal to amend the Future Land Use Map from Neighborhood Commercial to Multi-Family Residential for a townhome development on 13.7 +/- acres at the SW corner of Glenn Hendren drive and Rush Creek Parkway.**

**Applicant:** Jamo Stephenson  
Elevation Development  
3501 Collier Ave.  
San Diego, CA 92101

**Owner:** Sherry Ellis-Teer  
4913 N Washington St.  
Gladstone, MO 64118

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

**Location:** SW corner of Glenn Hendren Drive and Rush Creek Parkway.

**Existing Land Use/Zoning:** Undeveloped / C-1, "Neighborhood Business District"  
Undeveloped / CO, "Non-Retail Business District"

**Future Land Use Designation:** Neighborhood Commercial and Floodplain/Stormwater Management

**Proposed Land Use:** Multi-Family Residential and Floodplain/Stormwater Management

**Surrounding Land Uses/Zoning:** **North:** Office and Nursing Home / CO, "Non-Retail Business District" & PD, "Planned Development District"  
**South:** Single family homes / R-1C, "Standard Single-Family Residential District" & PD, "Planned Development District"  
**East:** Undeveloped Land / R-1C, "Standard Single-Family Residential District"  
**West:** Glenn Hendren Drive

**Public Notice:** Legal Notice printed in Courier Tribune on March 20, 2025  
Letter sent to property owners within 185 ft. on March 21, 2025  
Sign Posted on site on March 21, 2025

**File Date:** February 26, 2025

## **PROPOSAL**

### **Background Information**

This is an application to amend the Future Land Use map, a component of the City's Comprehensive Plan, *Leading Liberty Forward*. A city's comprehensive plan is a document which, amongst other things, establishes policy for making land use decisions. Unlike a zoning map, the Future Land Use (FLU) map establishes a vision for community growth and development, and is a reference for local officials to coordinate plans and prioritize areas for growth and investment. All rezoning applications are evaluated based on conformance to the FLU map, and amending the map is a common precursor to a rezoning proposal. If approved, this application will facilitate an application to rezone the property to a Multi-family Residential District, to allow the construction of a townhome development.

### **Current Land Use Designation**

The current land use designation for this property is Neighborhood Commercial. As stated in *Leading Liberty Forward*, this designation, "...provides commercial, retail, service, and office uses to the immediate surrounding neighborhoods. Found at key neighborhood intersections, the use is often a single corner pad site or a modest in size and scale single strip center. It often includes service uses mixed with convenience uses, and may include specialty, boutique, unique, one of a kind, or small office uses."

### **Proposed Amendment**

The applicant requests that the property's Future Land Use designation be changed to Multi-Family Residential. As stated in *Leading Liberty Forward*, this designation, "...represents a neighborhood or style of housing that is made up of attached housing, including townhomes, row homes, duplexes, triplexes, quadplexes, and apartments. In many cases, several multi-family buildings are located on a single site. Multi-Family Residential should be concentrated along multi-modal transportation corridors and nodes, in and around the downtown area, and where there is a cluster of destinations, including retail, dining, entertainment, employment, recreation, and parks. This use serves as a buffer between major transportation corridors, industry, commercial uses, and less intense residential use."

A rezoning application and subsequent applications, including development plans and plat applications, will follow the approval of this request. This application is only to amend the FLU designation and therefore only requires the analysis of the proposed use on the property, and not conformance to specific design criteria.

## **STAFF ANALYSIS**

The area surrounding the site contains a mix of land use designations, including Single-Family Residential, Civic/Institutional, Mixed Residential, and Neighborhood Commercial (Exhibit 2). The site's current FLU designation of Neighborhood Commercial is intended to provide commercial, retail, service, and office uses to the immediate surrounding neighborhoods.

The subject site is situated immediately south of office, nursing home and hospital uses. Multi-Family Residential uses, such as townhomes, are typically considered an appropriate transitional land use between the hospital to the north and the Single family uses to the south.

Should this land use amendment be approved, a rezoning request would follow as part of a future application. Currently, the property is zoned C-1, "Neighborhood Business" along Glen Hendren Drive and CO, "Non-Retail Business", adjacent to Rush Creek Parkway. The applicant's proposal – to construct townhomes – would require rezoning this 13.7 +/- acre site to an appropriate multi-family zoning district. Staff support of a future rezoning to a Multi-Family Residential District can only be achieved by amending the Future Land Use Map at this time.

## **STAFF RECOMMENDATION**

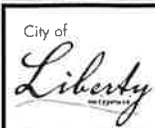
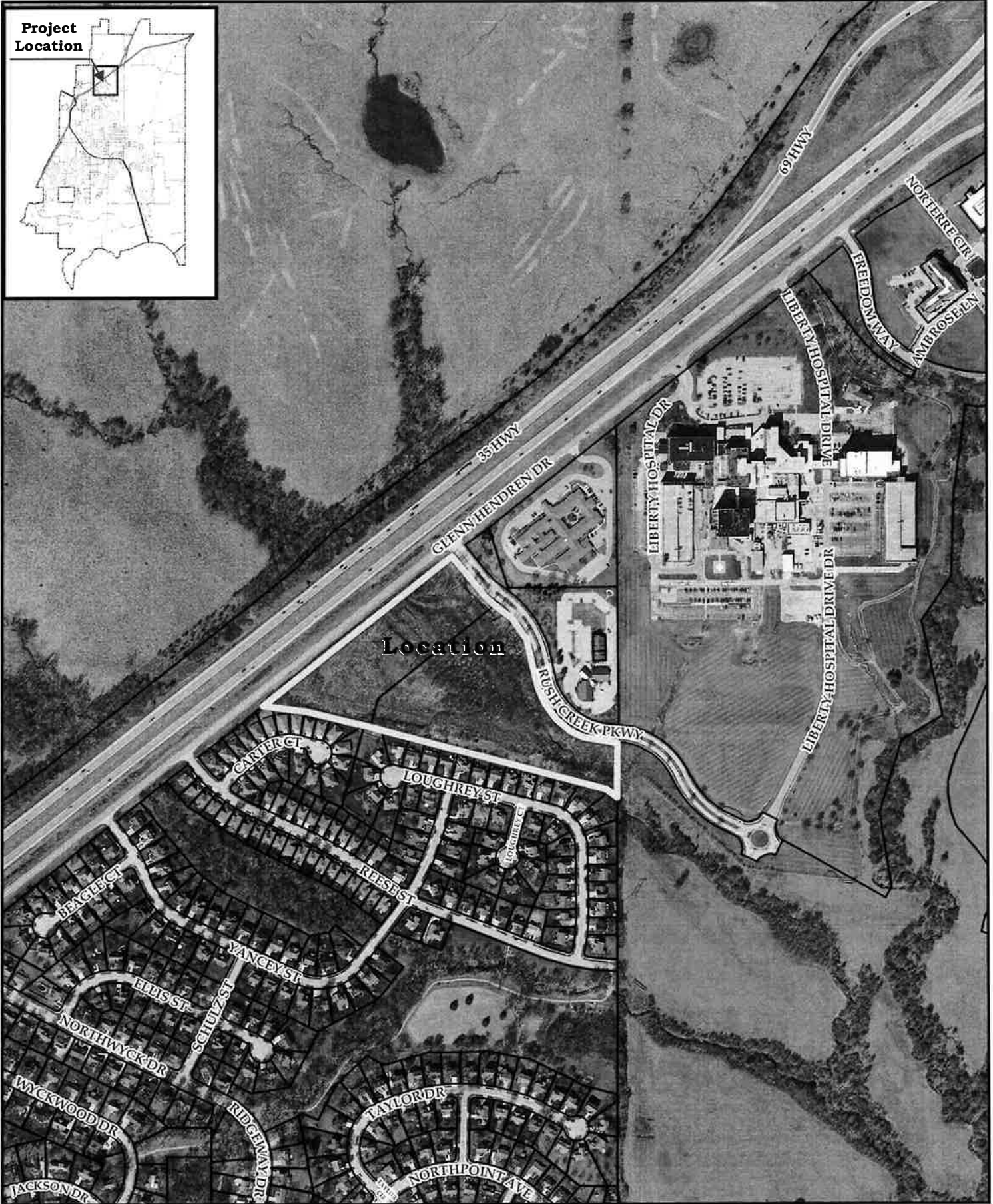
Staff utilizes the Future Land Use map, *Leading Liberty Forward*, and other plans and studies to make its recommendation, and requests a recommendation from the Commission regarding this application.

## **PZ RECOMMENDATION**

At its April 8, 2025 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 25-09A as presented in the staff report.

## **ATTACHMENTS**

- Exhibit A:** Vicinity Map
- Exhibit B:** Existing Future Land Use Designations
- Exhibit C:** Applicant's Proposal
- Exhibit D:** Excerpt from Planning Commission Minutes
- Exhibit E:** Resolution

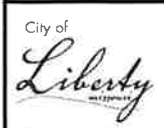
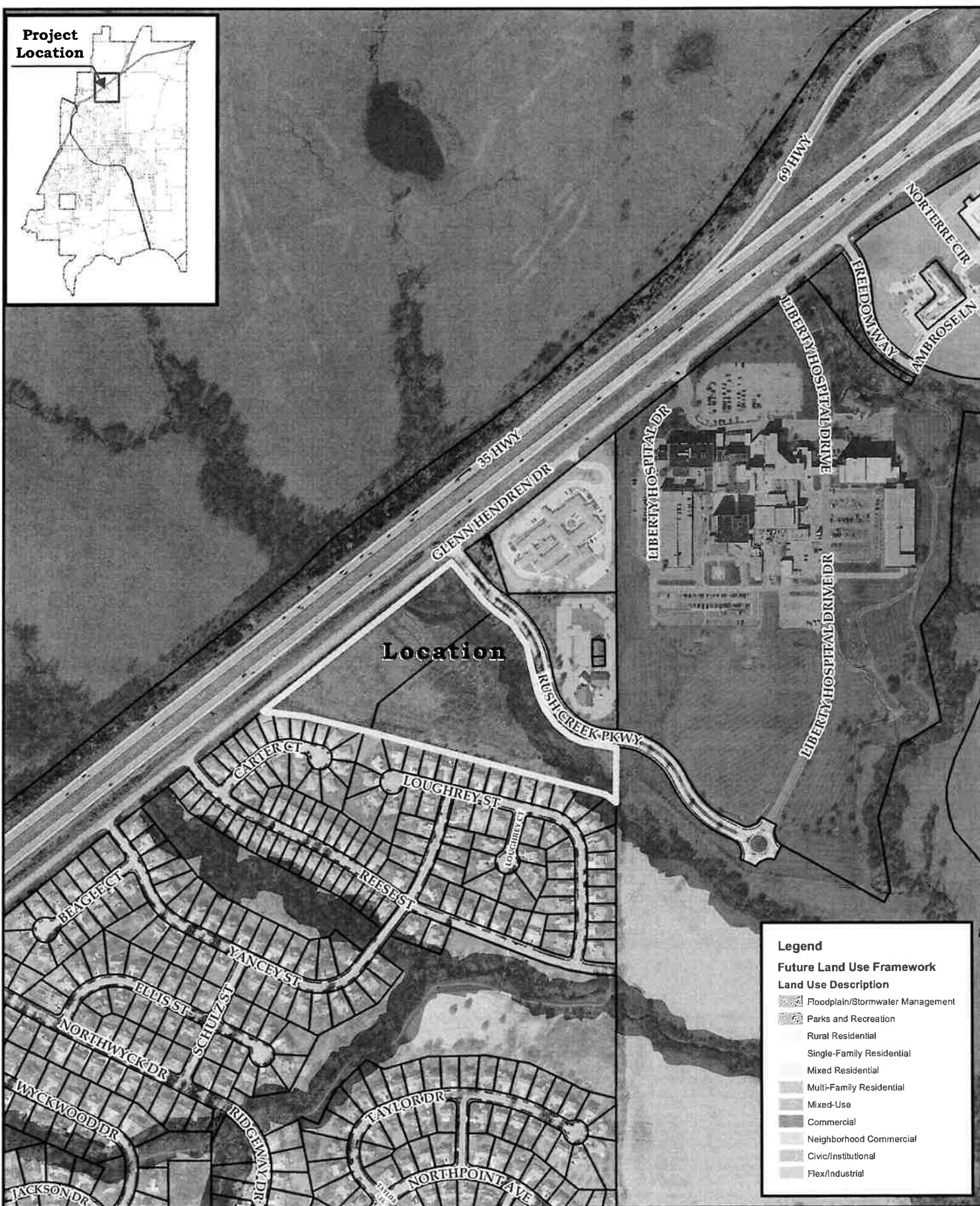
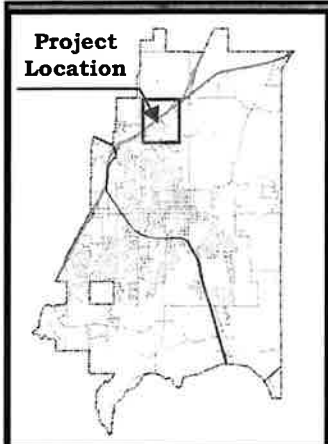


**P&Z Case 25-09A  
Future Landuse Map Amendment  
SW Corner of Glenn Hendren and Rush Creek**

**EXHIBIT A:  
VICINITY MAP**







**P&Z Case 25-09A**  
**Future Landuse Map Amendment**  
**SW Corner of Glenn Hendren and Rush Creek**

**EXHIBIT B:**  
**Future Land Use**





# ELEVATION DEVELOPMENT

APN: 11717001200100

## Introduction:

The town of Liberty, Missouri is set to welcome an exciting new residential development—a community of 119 modern townhomes designed to meet the growing demand for quality housing in the area. This project is poised to bring a fresh and contemporary living experience to the residents, combining convenience, comfort, and a vibrant community atmosphere.

## Location:

Located in the heart of Liberty, this development is strategically situated to offer easy access to major highways, shopping centers, schools, and recreational facilities. Its prime location ensures that residents can enjoy the best of both worlds: a serene suburban lifestyle with the amenities of a bustling town nearby.

## Statement of Intent:

Elevation Development is requesting a comprehensive land use map change from Neighbourhood Commercial (E) to Multi-Family Residential (P). The forward comprehensive plan suggests that Multi Family Residential should be located within transport corridors and nodes near employment. This parcel is located across from a major employer in the area, the Liberty Hospital. Although the current allotment is designated for a non-residential use, we envision that residential would be a better fit for this parcel. This change would allow us to develop 119 townhomes at this location. Furthermore, the property neighbors existing residential uses and would therefore 'blend' in with the current built environment landscape.



There are many healthcare services surrounding the development site that currently cannot find housing for their doctors and nurses. The new residential community will provide needed homes that are in close vicinity to the area of the city in which they work and do business. We believe that this change matches the future growth goals and vision of the City of Liberty/comprehensive plan.

The proposed project will:

- (a) provide accommodation for the doctors, nurses and other staff of the Liberty Hospital
- (b) support the growing Liberty MSA as a whole
- (c) meet the spirit of the definition of walkability and community feel

Design and Architecture:

Each townhome in this development is crafted with a blend of modern aesthetics and functional design. The architectural plan emphasizes open-concept living spaces, ample natural light, and high-quality finishes. These homes are designed to cater to a diverse range of lifestyles, from young professionals to growing families.

Community Features:

The development will boast a variety of community amenities designed to enhance the quality of life for its residents. Planned features include:

- A leasing office for community members
- Outdoor recreational areas including parks, playgrounds, and walking trails.
- Secure and ample parking spaces.
- Landscaped green spaces for relaxation and socializing.

Sustainability:

Sustainability is a core focus of this development. Energy-efficient appliances, sustainable building materials, and environmentally friendly practices are integrated into the construction and maintenance

Elevation Development | 35216 Noel Place, Fremont, CA 94536 | 415-326-8878 |  
[info@elevationredev.com](mailto:info@elevationredev.com)





## ELEVATION DEVELOPMENT

of the townhomes. This commitment to green living ensures not only lower utility costs for residents but also a reduced environmental footprint.

### Market Appeal:

Liberty's new townhome development is expected to attract a wide range of renters due to its affordability, prime location, and modern amenities.

**C. PZ Case 25-09A:** Future Land Use Amendment at Rush Creek & Glenn Hendren, changing from Neighborhood Commercial to Multi-Family Residential.

Mr. Peterman presented the proposal to the commission as described in the staff report.

Chairman Rosekrans asked if staff could explain the development process as it pertains to this application. Ms. Sharp explained that all applications begin with a property owner contacting a developer to produce concepts and plans for their property. These concepts are then brought to City staff during a pre-application meeting, where staff discusses the City's Code requirements and the development process with the development team. Taking this initial feedback from staff, the development team amends their plans and then submits a formal application to the City – in this instance, an application to amend the Future Land Use designation of a property. Some types of applications can be reviewed and approved by staff if they are minor in nature, while others require approval from the City Council, oftentimes through a public hearing process.

Chairman Rosekrans asked Ms. Sharp to explain what steps would come next for this proposal, and to speak to the quality of development in the City. Ms. Sharp stated that, should the City Council approve the Future Land Use amendment, the applicant would have to follow with a request to rezone the property for multi-family use along with a set of development plans. Liberty is largely a detached single-family community and so multi-family projects are expected to be of commensurate quality. Liberty's development approval process also requires that what is physically built on-site matches what is approved by the City Council.

Chairman Rosekrans asked if the City plays a role in the conceptualization or action of development of private property. Ms. Sharp stated that it is the responsibility of the owner/development team to design a project, and that City staff only reviews the plans for conformance to the City's Codes, then guides owners/developers through the development process. She said the City expects the developers to build what they are approved for, and changes to the approved plan will need to come back for re-approval.

Chairman Rosekrans called for the applicant or their representative to answer any questions the Commission may have.

Jamo Stephenson, of Elevation Development located at 4529 Texas Street in San Diego, CA, introduced himself as a representative of the developer for this project. Mr. Stephenson thanked staff for their presentation of the proposal and noted that the development concept at this point includes 119 mid-level townhomes. Mr. Stephenson described these townhomes as high quality and clarified that they would not include Section 8 housing. Mr. Stephenson stated that they are requesting the change to the Future Land Use map as they believe a multi-family development would act as a good transition between the hospital to the north and the single-family homes to the south.

Chairman Rosekrans asked if the commission had any questions for the applicant or staff.

Commissioner Holt asked if Mr. Stephenson had worked on other projects in the Kansas City metro. Mr. Stephenson said yes, a 74-acre, 700-unit development in Olathe providing mid-market homes.

Commissioner Summers asked if the proposed townhomes would be rentals or individually owned. Mr. Stephenson confirmed that the townhomes would be rentals, and that the property's lawns, parks areas, etc. would be maintained by a dedicated leasing agent. Mr. Stephenson also clarified that these are townhomes configured in a horizontal row, and that units would not be stacked vertically.

Chairman Rosekrans asked if the commission had any further questions for staff or the developer. Seeing none, he opened the public hearing and asked if there were any persons in the audience that would like to speak for or against the proposal.

Randel Norris, 1919 Loughrey Street. Mr. Norris' property backs up against the subject site. Mr. Norris stated that a development of this scale would bring over 200 new cars into the area and is concerned that this will negatively impact the flow of traffic on Glenn Hendren and near the Lewis & Clark Elementary School to the north, which already get backed up frequently. Mr. Norris stated that these townhomes do not match his vision for the community and shared concerns about the long-term quality of the construction and property maintenance.

Joan Kimmis, 1944 Carter Court, speaking on behalf of herself and her husband, Gerald, who was seated in the audience. Ms. Kimmis stated that when Interstate 35 backs up with traffic, it inevitably backs up onto Glenn Hendren as well. Ms. Kimmis also expressed privacy concerns regarding new development behind their home.

Dale Herrick, 840 Reese Street. Mr. Herrick reiterated the prior concerns regarding the poor flow of traffic on Glenn Hendren and added that it often feels unsafe to travel. Mr. Herrick stated concerns regarding this development's potential impact on the flow of stormwater through/around Rush Creek, as the neighborhood already experiences stormwater issues.

Susan Wayne, 1916 Carter Court. Ms. Wayne voiced concerns that some neighbors in the area did not receive letters regarding this public hearing. Ms. Wayne reiterated Glenn Hendren's traffic issues and added that it is made further unsafe due to the lack of shoulders and sidewalks. Ms. Wayne was concerned that MoDOT had not been contacted about this development and felt that Lewis & Clark Elementary should be notified due to the traffic back-up that occurs during the drop-off and pick-up windows. Ms. Wayne concluded that while she is okay with this type of development generally, she does not believe this location is appropriate for it.

Kelly Van Almen, 1924 Loughrey Street. Ms. VanAlmen voiced concerns that the spirit of the project does not match the identity of this area of Liberty or the City generally. Ms. Van Almen worries that rental properties would invite more transitional/temporary people to the area and would not properly build community.

Larry Crawford, 1891 Loughrey Street. Mr. Crawford echoed concerns about traffic onto Glenn Hendren. Mr. Crawford also voiced concerns that the grading of the site could result in a longer construction period and what impact that would have on their daily lives. Mr. Crawford understood the need for housing but does not feel that this

site is the right place for it because the only place for the traffic is out to Glenn Hendren.

Ron Pemberton, 1875 Loughrey Street. Mr. Pemberton is a former police officer and crime investigator in California. Mr. Pemberton voiced concerns that rental properties would attract more crime, and that the property would not be properly maintained long-term.

Becky Norris, 1919 Loughrey Street. Ms. Norris said she is also worried about traffic and safety and wondered if Lewis & Clark Elementary would be able to accommodate new students who may live in this development.

Chastity Therrien, 1907 Loughrey Street. Ms. Therrien and many other neighbors were upset when a past developer removed much of the site's vegetation years ago and then left it vacant, leading to issues with erosion and flooding. Ms. Therrien is concerned about the impact this development may have on the wildlife in the area and flooding for the homes. Ms. Therrien echoed the previous concerns regarding traffic and safety on Glenn Hendren as well.

Chairman Rosekrans asked if there were any other members of the audience who wished to speak to this project. Seeing none, Chairman Rosekrans closed the public hearing.

Chairman Rosekrans asked if the commission had any further questions or comments.

Commissioner Holt asked if it would be typical for a traffic study to be conducted at this point in the development process. Ms. Sharp stated that this first step of the process does not include a site plan review and is only conceptual, but should the project move forward with a future application requiring the review of a site plan then a traffic study would be required. Ms. Sharp noted that access to this development would likely not be built on Glenn Hendren but instead on Rush Creek Parkway, crossing the stream buffer as allowed per Code.

Commissioner Holt asked if the Future Land Use designation could be changed back if this project were to not progress further. Ms. Sharp stated that yes, if the property owner brought forward another application to change the Future Land Use designation again, it could hypothetically be changed to Neighborhood Commercial.

Commissioner Holt asked if Glenn Hendren is a City-maintained street or if it is the responsibility of MoDOT. Ms. Sharp stated that the street is maintained by the City. Joshua Martinez, the City's Capital Projects Engineer added that the City recently began a study of Glenn Hendren to assess traffic patterns, safety issues, future updates to be made, etc. Ms. Sharp specified that this street study is a separate process from this development; the two are not related.

Chairman Rosekrans asked if staff heard any questions from the audience that they might be able to speak to. Ms. Sharp stated that while many good comments were made, there were no questions presented which staff could answer at that time.

Chairman Rosekrans asked if the commission had any additional questions for staff

or the developer. Seeing none, he asked for a motion, but opened the floor for the commission to explain their votes beforehand.

Commissioner Waterman stated that she intended to vote in the affirmative for this application, she was aware that the City was intending to study Glenn Hendren as it pertains to traffic flow and safety. Commissioner Waterman added that a change of the Future Land Use designation to multi-family now would not guarantee that a future development would be rental in nature and ultimately could be changed to be owner-occupied. Commissioner Waterman felt that the request was reasonable.

Commissioner Holt stated that he intended to vote in the affirmative, understanding the community's concerns regarding the request and project concept. Commissioner Holt added that this property is likely to be developed in the future regardless of whether this proposal moves further in the process or not. Commissioner Holt noted that a future commercial development – as would be permitted by the property's current Future Land Use designation – could create more traffic as well, as there are many unknowns.

Commissioner Dilts stated that she intended to vote in the affirmative for the reasons already stated by her fellow commissioners. Commissioner Dilts explained that the Commission follows specific guidelines when reviewing applications and making recommendations to the City Council, and that their role as a commission is to provide context to the City Council and ensure projects meet the requirements of the City's Codes.

Chairman Rosekrans stated that he intended to vote in the affirmative and noted that this application is only a change to the Future Land Use Map. Chairman Rosekrans encouraged the developer to listen to the community's feedback and to be communicative with the neighboring subdivisions in order to establish compromises.

With no other comments from the commission, a motion was made.

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

Vote: Motion 6-1-0

Yes: Dilts, Holt, Howard, Reinier, Rosekrans, Waterman

No: Summers

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, April 28, 2025 at 7:00 p.m.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LIBERTY BY CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 13.7 ACRES FROM NEIGHBORHOOD COMMERCIAL TO MULTI-FAMILY RESIDENTIAL AT THE SW CORNER OF GLENN HENDREN DRIVE AND RUSH CREEK PARKWAY, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Liberty, Clay County, Missouri, adopted a Comprehensive Plan for the City of Liberty, by Resolution No. 3314 according to the provisions of Section 89.360 RSMo; and,

WHEREAS, said Resolution No. 3314 was recorded in the Office of the Recorder of Deeds of Clay County, Missouri; and,

WHEREAS, public hearings have been held by the Planning & Zoning Commission on April 8, 2025 and the City Council on April 28, 2025 on the subject of P&Z Case 25-09A, an amendment to said Comprehensive Plan, being attached hereto and made a part hereof as though more fully set out herein; and

WHEREAS; the Planning and Zoning Commission recommended on April 8, 2025 approval of said amendment to the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the Comprehensive Plan of the City of Liberty, Missouri is hereby amended by changing the land use designation of approximately 13.7 acres located at the SW corner of Glenn Hendren Drive and Rush Creek Parkway from Neighborhood Commercial to Multi-Family Residential.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK



## STAFF REPORT

**Planning and Zoning Case 25-13SUP**

**Staff: Kyle McGinnis, Planner**

**Date: April 28, 2025**

### GENERAL INFORMATION

**Application:** Special Use Permit for a commercial use in the M-2, "General Industrial District" at 1919 Industrial Drive.

**Applicant:** Scott Cruce  
1919 Industrial Drive, Suite 100  
Liberty, MO 64068

**Owner:** Robertson Properties LLC  
PO Box 165  
Liberty, MO 64069

**Location:** 1919 Industrial Drive

**Site Acreage:** 1.43 acres

**Parking:** 55 parking spaces available for entire building

**Existing Land Use/Zoning:** Vacant industrial space in existing building / M-2, "General Industrial District"

**Neighboring Land Use/Zoning:** **North:** Spec building / C-3, "Highway Business District"  
**South:** Spectrum Paint, Restoration Church / M-2, "General Industrial District"  
**East:** Cheapo Depo, Hearthside Homes / M-2, "General Industrial District"  
**West:** Above All Trampoline Park / M-2, "General Industrial District"

**Public Notice:** Legal Notice printed in Courier Tribune on March 20, 2025  
Letter sent to property owners within 185 ft. on March 21, 2025  
Sign Posted on site on March 21, 2025

**File Date:** March 14, 2025

### APPLICANT'S PROPOSAL

The applicant is requesting the approval of a Special Use Permit (Section 30-25 of the *Unified Development Ordinance* [UDO]) to allow a commercial use in the M-2, "General Industrial District" (Section 30-69 of the UDO), which only permits non-retail business uses, in addition to general industrial activity, by right. The business of interest – Love Letters, a women's clothing boutique – has requested the Special Use Permit in order to occupy two suites (100, 200) within the building located at 1919 Industrial Drive. Suite 100, totaling 3,000 square feet, would be utilized as a general office space for the business, where they would design, house,



and ship items as part of the business' online store. Suite 200, totaling 5,000 square feet, would be used as a retail space for customers, in addition to storing backstock. The applicant's full proposal is attached as Exhibit B.

## **SITE ANALYSIS**

### **Use**

This application requests the use of approximately 8,000 square feet of space at 1919 Industrial Drive for retail sales and certain accessory uses to support those sales, including storage and office space. Oakwood Business Park is comprised of multiple zoning designations, including the C-2, "General Business District," C-3, "Highway Business District," and M-2, "General Industrial District." While retail sales require the approval of a Special Use Permit to locate within the M-2 District, such a use would be permitted by right within the C-2 and C-3 Districts. As a result, this business park is home to a variety of commercial and industrial uses. Staff has determined that the proposed retail use is compatible at this location given the business park's mix of zoning designations.

### **Site Layout/Access/Parking**

This site is already developed and the applicant intends to locate within two existing tenant spaces (Suites 100 and 200). The building is accessed via Industrial Drive, a private road located within the Oakwood Business Park, which intersects with N. Church Road to the east. There are parking areas located to the east (front) and west (rear) sides of the building, totaling 55 parking spaces.

Per Sec. 30-83.2, "Required vehicles parking by use," retail business uses must typically provide one parking space for every 250 square feet of building floor area. Love Letters would occupy a combined 8,000 square feet of building floor area, and would therefore be required to provide 32 parking spaces were they proposing a freestanding commercial building. With 55 parking spaces already available for the tenants of this building, this site has sufficient parking to serve the proposed retail use.

## **PUBLIC INFRASTRUCTURE**

### **Streets**

The site has direct access to Industrial Drive, a private street, to the north, which intersects with N. Church Road, a public street, to the east. N. Church Road meets City of Liberty standards.

### **Sanitary Sewer**

Sanitary sewer service is provided to the site via an eight-inch public main which runs through the property.

### **Water**

Water service is provided to the site via an eight-inch public main which runs through the property.

### **Stormwater**

Stormwater drains towards the southeast to an on-site detention area where it is discharged at an acceptable rate.

## **STAFF ANALYSIS**

In accordance with Section 30.25, Special Use Permit, of the Liberty *Unified Development Ordinance* (UDO), staff's analysis of a special use permit application is guided by Section 30-25.3, which provides six findings to which each application must conform:

- 1. The proposed use is consistent with the intent of the City's Comprehensive Plan.**

This property was included within the Flex/Industrial Future Land Use category of the Comprehensive Plan's Future Land Use Map (Section 3). Although this land use category is intended to encompass medium- to heavy-industrial uses and uses accessory to or associated with such industry, the Oakwood Business Park has contained a mix of commercial and industrial uses for years, prior to the adoption of *Leading Liberty Forward*. As such, the proposed Special Use Permit to allow retail sales at this location is not at odds with the mix of land uses present within this business park both currently and historically. In addition, the Comprehensive Plan encourages the revitalization of underutilized commercial corridors and the attraction of new businesses to the community as part of the Vibrant Economy Core Value (Section 2). In all, staff believes that this application is consistent with the intent of the City's Comprehensive Plan.

**2. The proposed use is one specifically permitted by this article or, as an exception, any previously granted special use permit may be considered for renewal.**

Those uses which can be considered for approval via a Special Use Permit are listed in Sec. 30-25.5, "Special use permit, uses to be considered," of the UDO, which notes commercial uses within the M-2, "General Industrial District" in Sec. 30-25.5 (18). Retail sales are considered a commercial use.

**3. The proposed use does not adversely impact the public health, safety, comfort or general welfare.**

Staff believes that the proposed commercial use will not adversely impact the public health, safety, comfort, or general welfare. Oakwood Business Park continues to house indoor recreational facilities and other commercial uses; as a result, the proposed commercial use would be compatible with the present tenant mix. The existing parking available for use by 1919 Industrial Drive is adequate to support the use proposed. The applicant's tenant spaces will be required to meet all applicable Fire and Building Codes.

**4. The proposed use conforms to all conditions and performance standards as set forth herein.**

Sec. 30-25.5 (18) notes that commercial uses located within the M-2, "General Industrial District" must ensure that adequate parking is available. The existing parking facilities contain 55 parking spaces to be shared by the tenants of 1919 Industrial Drive, which staff believes should be adequate based on the uses present, their hours of operation, and typical peak business hours. Staff believes that the proposed use conforms to all conditions and performance standards.

**5. The proposed use does not adversely impact the public infrastructure system.**

The building is already served by all necessary public infrastructure systems. The location of the proposed use within Suites 100 and 200 of 1919 Industrial Drive should not adversely impact these public facilities.

**6. The proposed use is compatible with the use, scale, orientation and setback of properties in the general vicinity.**

Staff believes that the proposed use is compatible with the use, scale, orientation, and setback of properties within the general vicinity. The building which would house the proposed use already exists, so the factors of scale, orientation, and setback are not relevant to this application. The existing tenant mix of 1919 Industrial Drive includes Fun Run and Pak's Academy, a taekwondo studio. To the west, the neighboring building contains Above All Trampoline Park, another indoor recreational facility. Other commercial uses have located within the Oakwood Business Park previously as well, such as Wellness Warehouse (a fitness facility), which received the approval of a Special Use Permit in 2018 via PZ Case 18-27SUP.

## **STAFF RECOMMENDATION**

Staff finds that this application meets the standards of review for a Special Use Permit in Section 30.25 in the UDO and recommends approval of PZ Case 25-13SUP.

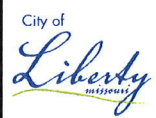
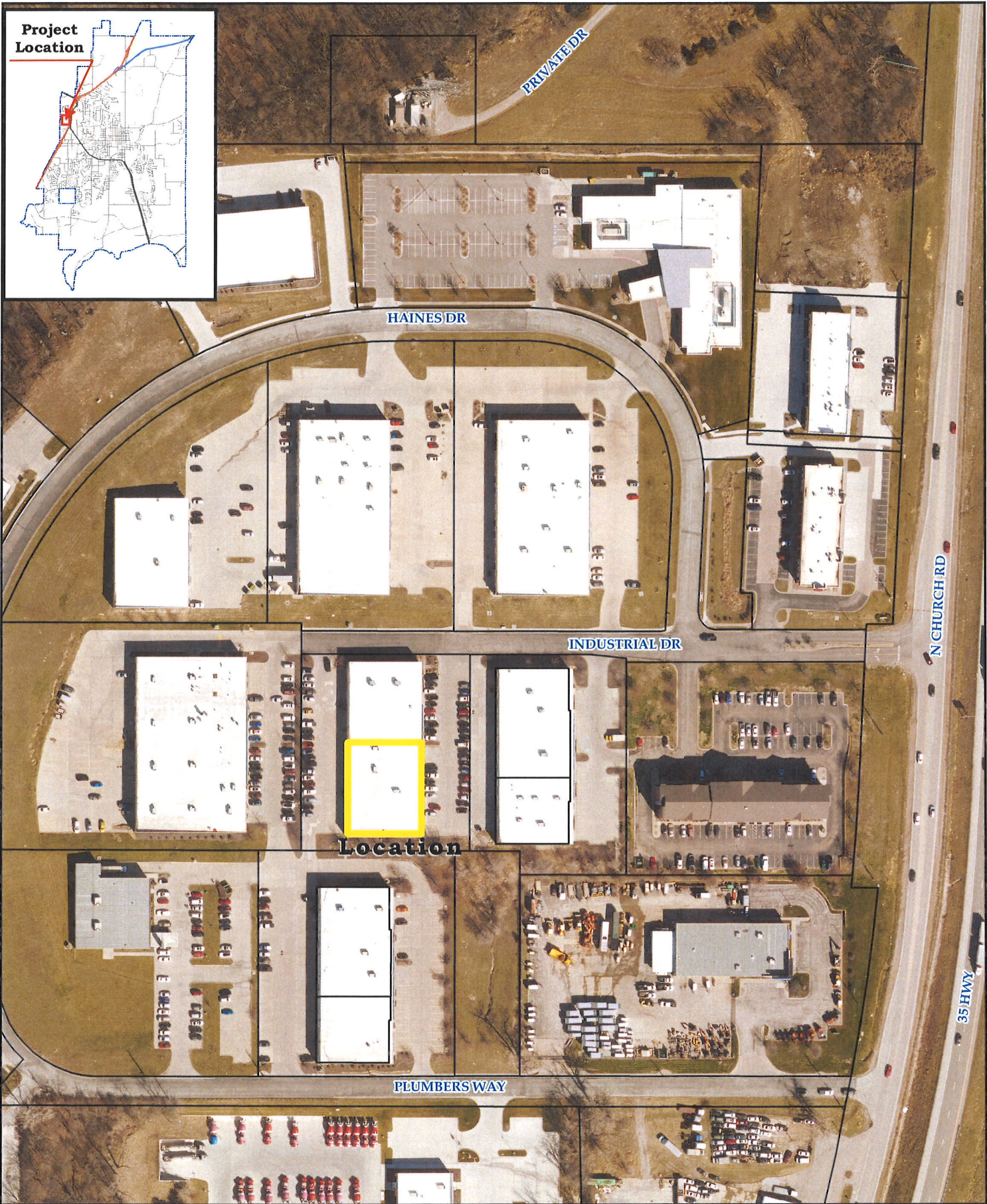
## **PZ RECOMMENDATION**

At its April 8, 2025 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 25-13SUP as presented in the staff report.

## **ATTACHMENTS**

- Exhibit A:** Vicinity Map
- Exhibit B:** Applicant's Proposal
- Exhibit C:** Excerpt from Planning Commission Minutes
- Exhibit D:** Resolution





**P&Z Case 25-13SUP**  
**Special Use Permit - Love Letters**  
**1919 Industrial Drive**

**EXHIBIT A:**  
**VICINITY MAP**







The purpose of this application is for Love Letters to apply for a Special Use Permit for commercial use in the M-2 zoning at 1919 Industrial Drive (Suite 100), Liberty, MO 64068.

Love Letters will use 3000 square feet (Suite 100 on the site plan map) at the south end of the building for their “home office”, from which they will design, house and ship items for their web-based women's clothing boutique business. Love Letters is proposing to use the adjacent 5,000 square feet space (Suite 200 on the site plan map) as a retail clothing store.

The Suite 200 space is 5000 square feet, approximately 3800 of which will be the retail space and the other 1200 square feet will be used for backstock. The hours of operation will be: Tuesday thru Thursday 10 am to 7 pm; Friday 10 am to 5 pm; and Saturday 10 am to 3 pm.

The current parking at 1919 Industrial Drive allows for 40 spaces in the front (east side) of the building, two of which are handicap accessible. The back (west side) of the building currently has an additional 15 parking spaces – access is available to the space through the rear door – for a total of 55 parking spaces. Love Letters team members park in the back (west) of the building, thereby freeing up the east side parking for the other retail businesses such as Fun Run and Cheapo Depot.

It is anticipated that most of Love Letters' hours of operation will occur outside most of the other 1919 retail tenant customer peak hours, thus Love Letters should not compete with parking for the majority of the business hours.

Love Letters has in place adequate commercial liability and worker's comp insurance. And we believe the neighboring business owners will not withhold their approval of having this business in the Business Park.

**D. PZ Case 25-13SUP:** Special Use Permit to allow a commercial use in the M-2 zoning district at 1919 Industrial Drive.

Mr. McGinnis presented the proposal 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.

Scott Cruse of 8918 NE 92<sup>nd</sup> Terrace, Kansas City, MO introduced himself as the applicant and welcomed any questions.

Chairman Rosekrans asked if the commission had any questions for the applicant or staff. Seeing none, he opened the public hearing and asked if there were any persons in the audience that would like to speak for or against the proposal. Seeing no questions, Chairman Rosekrans closed the public hearing.

Chairman Rosekrans called for any final comments or questions from the commission on this matter. Seeing none, he asked for a motion.

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

Vote: Motion 7-0-0  
Yes: All  
No: None  
Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, April 28, 2025 at 7:00 p.m.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW A COMMERCIAL  
USE IN THE M-2 ZONING DISTRICT AT 1919 INDUSTRIAL DRIVE, IN  
LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, public hearings have been held by the Planning & Zoning Commission  
April 8, 2025 and City Council on April 28, 2025; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty,  
Clay County, Missouri, that a special use permit is hereby granted to allow a commercial  
use in an M-2 zoning district at 1919 Industrial Drive in the City of Liberty, Clay County,  
Missouri, according to the plan on file in the office of the Department of Planning and  
Development.

BE IT FURTHER RESOLVED that any and all development within the above-  
described special use permit shall comply with all other applicable standards and  
requirements as set forth in the City Code of the City of Liberty, Missouri; and

BE IT FURTHER RESOLVED that said permit shall be issued from the date of  
adoption of this resolution.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK



## STAFF REPORT

### **Planning and Zoning Case 25-02R&PDP**

**Staff: Katherine Sharp, Director of Planning & Development**

**Date: April 28, 2025**

## **GENERAL INFORMATION**

|                               |                                                                                                                                                                                                                                                                                |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application:                  | <b>P&amp;Z Case 25-02R&amp;PDP: Rezoning &amp; Preliminary Development Plan for Strata Underground. Rezoning to PD for 4,000,000 sf of underground commercial, light industrial, and storage space on 255 acres south of Seven Hills Rd at Southview Rd and S. 291 Highway</b> |
| Applicant:                    | Robert Parks, Weiskirch and Parks Engineering<br>111 N. Main<br>Independence, MO 64050                                                                                                                                                                                         |
| Owner:                        | Quality Property, LLC<br>17101 E Kentucky Rd<br>Independence, MO 64058                                                                                                                                                                                                         |
| Location:                     | 255 +/- acres, south of Seven Hills Rd at Southview Rd and S. 291 Highway                                                                                                                                                                                                      |
| Existing Land Use/Zoning:     | Underground mining, aggregates sale / A "Agriculture"                                                                                                                                                                                                                          |
| Future Land Use Designation:  | Commercial on east portion, Single-family residential on west                                                                                                                                                                                                                  |
| Proposed Zoning:              | PD "Planned Development"                                                                                                                                                                                                                                                       |
| Surrounding Land Uses/Zoning: | <b>North:</b> One single family home on Seven Hills Rd /Agriculture Zoning<br><b>South:</b> Railroad right of way / Agriculture Zoning<br><b>East:</b> Commercial buildings/ C-2 General Business District<br><b>West:</b> Undeveloped / Agriculture Zoning                    |
| Public Notice:                | Legal Notice printed in Courier Tribune- March 20<br>Letter sent to property owners within 185 ft. on March 19<br>Sign Posted on site on March 20                                                                                                                              |
| File Date:                    | December 6, 2024                                                                                                                                                                                                                                                               |

## **PREVIOUS CASE**

**PZ Case 16-10SUP:** A 10-year Special Use Permit to allow underground limestone mining and aboveground processing and sale at 291 Highway and Seven Hills Road was approved by the City Council in April 2016.



## **APPLICANT'S PROPOSAL**

### **Summary**

This is an application to rezone approximately 255 acres to PD "Planned Development" from A "Agriculture" to allow the use of the property for underground commercial totaling 4,000,000 square feet. The existing use of the property as an aggregate mine has developed the underground in a manner that allows this type of underground commercial development. The proposed zoning is PD "Planned Development" which allows, "any land use if such use or uses can be shown to provide an orderly relation and function to other uses in the development and to existing land uses, as well as with regard to the comprehensive plan of the City of Liberty. The permitted use or uses of property located in the planned development shall be determined at the time the PD zoning district and preliminary development plan is approved, and development within that PD district shall be limited to those uses specifically requested as part of the application and approved by the planning and zoning commission and city council. Any addition of uses, change of plans, or increase in size or density shall require a separate application for amendment to the original approved development plan and shall follow the same process as any other development plan amendment". *UDO Section 30-59.1.*

### **Use**

The applicant's proposal includes approximately 4,000,000 square feet of underground commercial, light industrial, and storage space.

### **Site Design**

The project is proposed on 255 acres south of Seven Hills Road at Southview Road and S. 291 Highway. The existing drive on the site will be paved and improved. A new underground portal north of the existing portal will serve as entrance and exit into the commercial area. An additional emergency exit portal and drive will be created toward the back (west) portion of the project. The applicant is proposing a stormwater maintenance area to the south east of the new portal. All final development plan details such as drive details, landscaping, stormwater facilities and detailed utilities will be further defined in the Plat and Final Development Plan stages.

### **Building Design**

The building is proposed to be underground with a front entrance portal and a rear emergency exit. Final building details will be worked through during the Final Development Plan phase.

### **Access/Circulation/Parking**

There will be 1 entrance to the site from Southview Road. An entrance and exit drive will extend from the Southview entrance into the site to the new portal. A secondary access portal will be gated at the rear of the project and lead to an emergency exit. All internal drives will be private and meet City Standards. There are 10 truck staging stalls at the entrance area and the internal sites will have parking spaces for each user. The parking UDO Section 30-83.2.5 states "All mixed-use buildings and industrial uses, including warehouse facilities shall be determined on a case-by-case basis."

### **Landscaping/ Tree Preservation**

The landscape plan (Exhibit D) for this site identifies shrubs and trees in a berm to the north of the existing commercial building and along the drive entrance into the new portal. The remainder of the site will be grass. Staff will work with the applicant during the Final Development Plan to identify species which are appropriate for the area. The existing berm along Southview at the southeast portion of the site will remain to provide screening from S. 291 Highway.

The City of Liberty Tree Preservation Ordinance Section 30.97.4(10) requires two shade trees of 2" caliper to be planted for each existing healthy tree removed of 8" or greater caliper. Alternatively, the ordinance states that for

each tree of 8 inches or more retained on site, a credit shall be granted at a rate of 2 trees per 8-inch tree saved. A tree survey was conducted over the proposed site to determine the number of existing healthy trees to be removed. That survey identified 794 trees over the 12.77 acre clearing zone. Per Municipal Code Sec. 30-97.1 a total of 1,588 one-and-one-half-inch caliper large growing trees must be planted to offset the removed trees, representing a 2:1 replacement ratio, or an equivalent number of 8-inch trees may be preserved in a conservation easement, representing a 1:1 preservation ratio. Further evaluation of landscaping and tree preservation will occur at Final Development Plan phase.

## **PUBLIC INFRASTRUCTURE**

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

### **Streets**

The project includes one entrance on Southview Road and a gated secondary emergency exit on the south side of the project. A signal will be installed by the developer at the intersection of Southview Road and 291 Highway. Final street details will be determined with the Final Development Plan, Final Plat and Public Improvement Plans.

### **Sanitary Sewer**

Sanitary service will be provided via a future public sewer main extension to an offsite 18-inch sewer main (west of Birmingham Road and south of South Liberty Parkway).

### **Water**

Water service will be provided via connections to an existing 16-inch water main on South Liberty Parkway to the north.

### **Stormwater**

Stormwater will be collected by an on-site collection system directed to the storm water detention area located on the site, then released into the Liberty stormwater system at an acceptable rate. Final detailed stormwater analysis will be required at the Final Development Plan phase.

## **STAFF ANALYSIS**

Staff evaluates all rezoning applications in accordance with the following criteria described in section 30-24.3 of the Unified Development Ordinance:

### **1. The conformance of the proposed rezoning to the comprehensive plan and other adopted planning policies.**

The City's Comprehensive Plan, *Leading Liberty Forward*, identifies this property with Single Family and Commercial Future Land Use designations. The area closer to 291 Highway is designated for future Commercial. Per the Plan, "These uses are commercial and business in nature, including retail, services, restaurants, office and other non-industrial and commerce-based businesses." The western portion of the site is designated for Single Family Development. Single-family residential, "...represents the traditional residential style, detached residential use on a lot, typically in a subdivision. This land use category does not include attached units. It includes a variety of lot and home sizes with lots and homes." The majority of the surface area located in the Single-Family Residential portion is not being developed at this time. However, the westernmost portal which serves as emergency exit does encroach into the Single-Family

Residential portion.

**2. The effect the proposed rezoning will have on properties in the general vicinity.**

The impacts of this development might include increase in traffic, noise, and light generated by this development. S. 291 Highway has been designed to accommodate increased traffic capacity and the signalized intersection will ensure safe turning movements into and out of this commercial development.

**3. The extent to which public facilities and services are available and adequate to meet the demand generated by the proposed use.**

As further described in the Infrastructure section, the site will be served by adequate public facilities.

In accordance with the Liberty Unified Development Ordinance (UDO), staff's analysis of a Preliminary Development Plan application is guided by Section 30-27.3. In evaluating an application for a preliminary development plan the following three criteria are considered:

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

As addressed above, staff believes this proposal does satisfy the intent of the Comprehensive Plan and the Future Land Use map.

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

Staff finds that the 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;**

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

### **STAFF RECOMMENDATION**

Staff finds this application meets the standards of review for a Rezoning (UDO Sec.30-24.3) and Preliminary Development Plan (UDO Sec. 30-27.3) and recommends approval of P&Z Case 25-02R&PDP.

### **PZ RECOMMENDATION**

At its April 8, 2025 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 25-02R&PDP as presented in the staff report.

### **ATTACHMENTS**

**Exhibit A:** Vicinity Map

**Exhibit B:** Project Area

**Exhibit C:** Site Plan

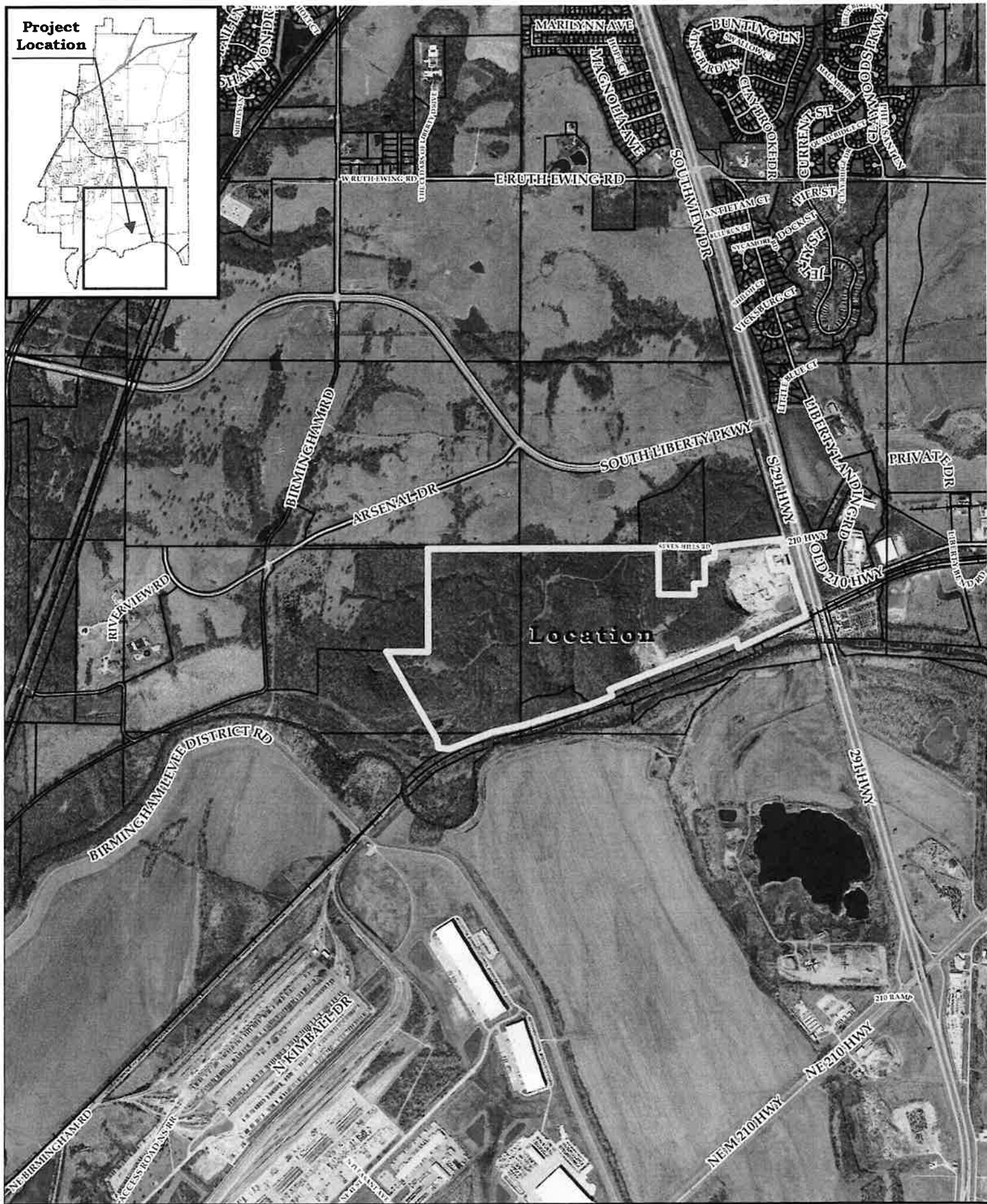
**Exhibit D:** Landscape Plan

**Exhibit E:** Elevations

**Exhibit F:** Excerpt from Planning Commission Minutes

**Exhibit G:** Ordinance

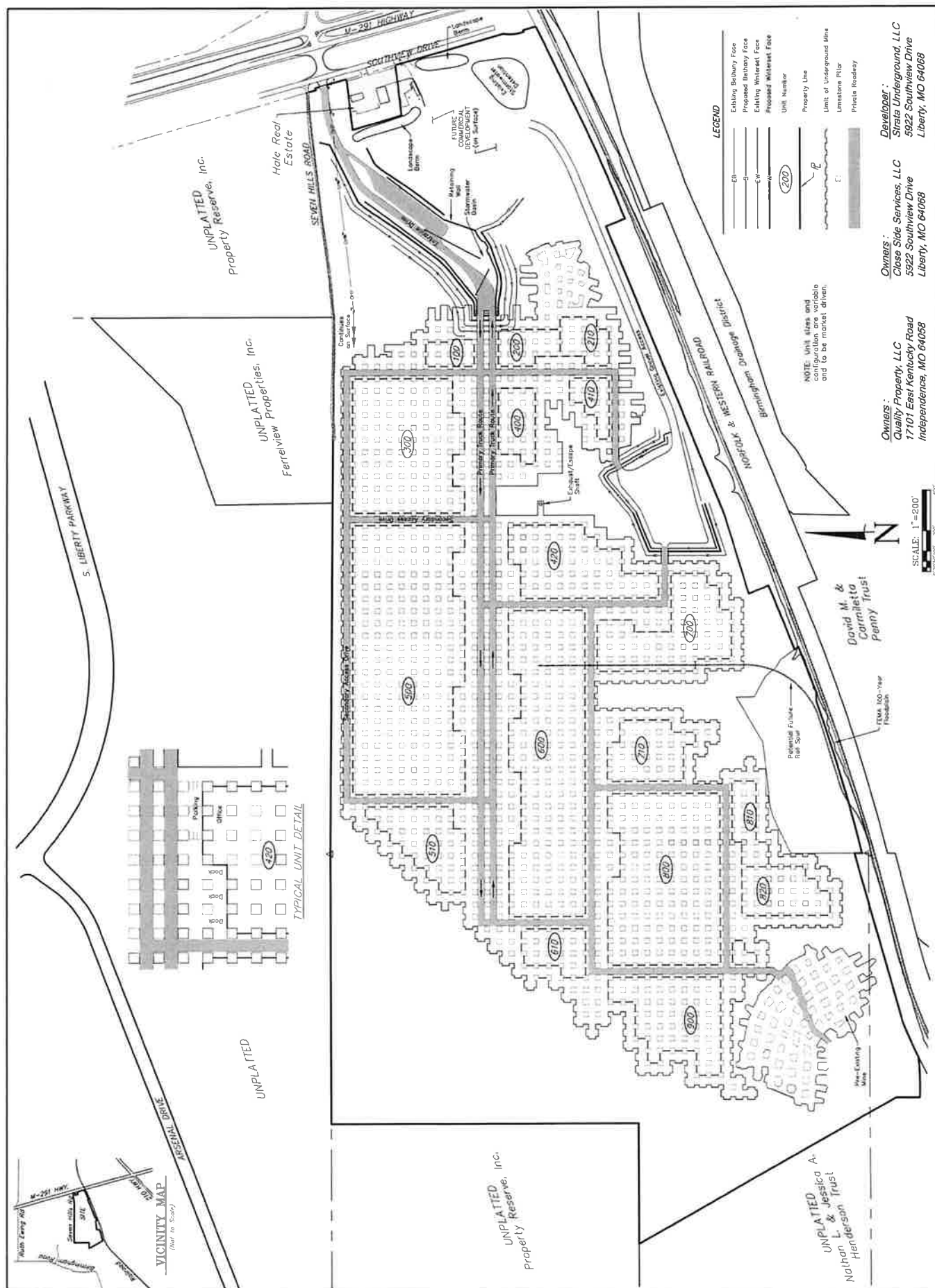
**Project  
Location**





**PRELIMINARY SITE PLAN**  
**STRATA UNDERGROUND**  
**LIBERTY, CLAY COUNTY, MISSOURI**

|           |      |       |          |
|-----------|------|-------|----------|
| DATE      | 4520 | NOTED | 12/03/24 |
| SCALE     |      | DATE  | 12/03/24 |
| NUMBER    |      | DATE  | T.K.Q.   |
| CHRG      |      | DATE  | B.P.     |
| SHEET NO. |      | DATE  |          |





|           |         |         |      |
|-----------|---------|---------|------|
| DATE      | 1/22/25 | JOB NO. | 4520 |
| SCALE     | NOTED   |         |      |
| DATE      | 1/22/25 |         |      |
| QUANTITY  | T.K.O.  |         |      |
| PRICE     | B.P.    |         |      |
| SHEET NO. |         |         |      |



**NOTE:** This is a Conceptual Landscape Plan to accompany the Preliminary Development Plan. A professionally prepared and stamped Landscape Plan will be submitted with the Final Development Plan.



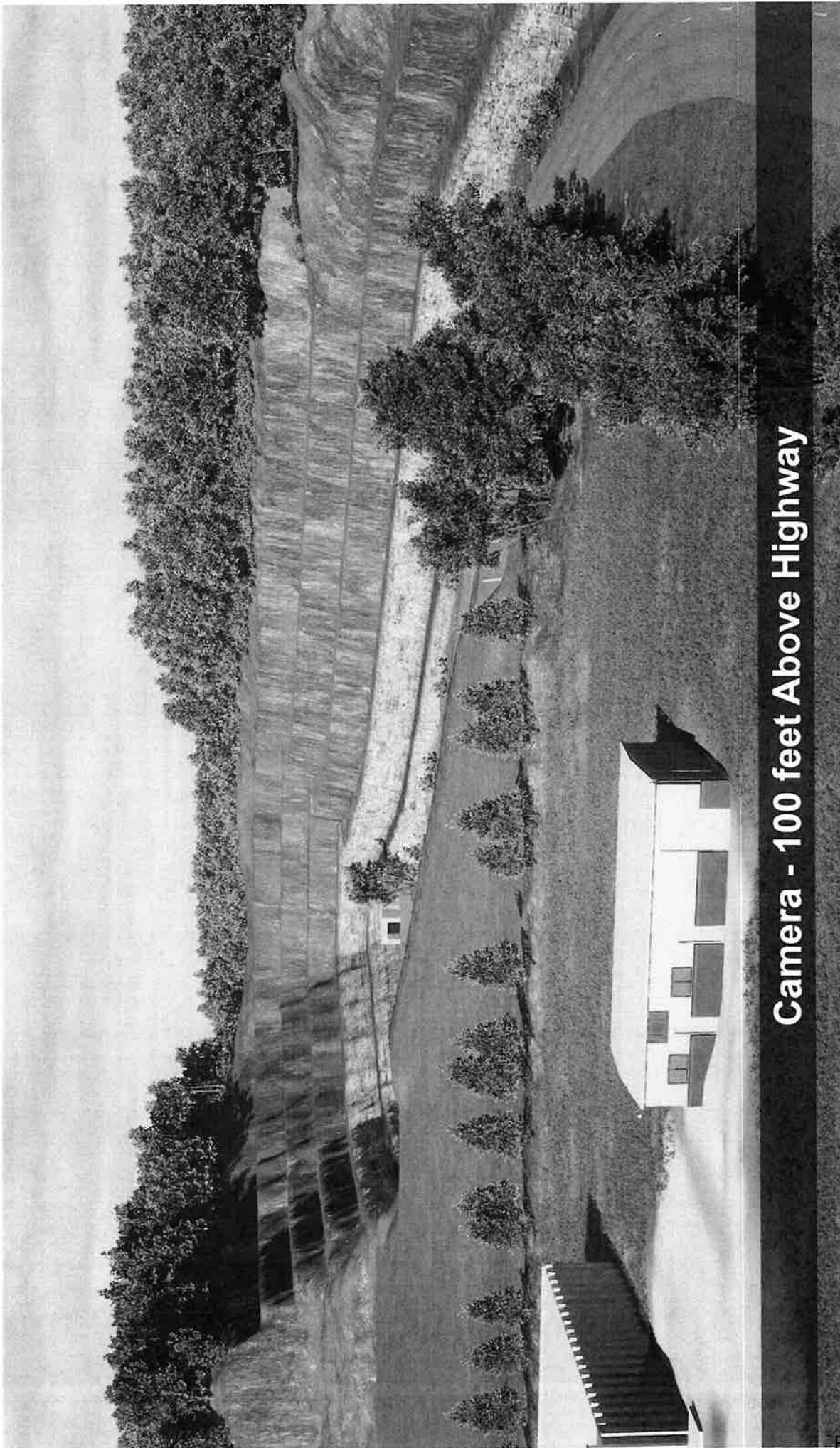
# Strata Underground Development

Access Portal Visuals

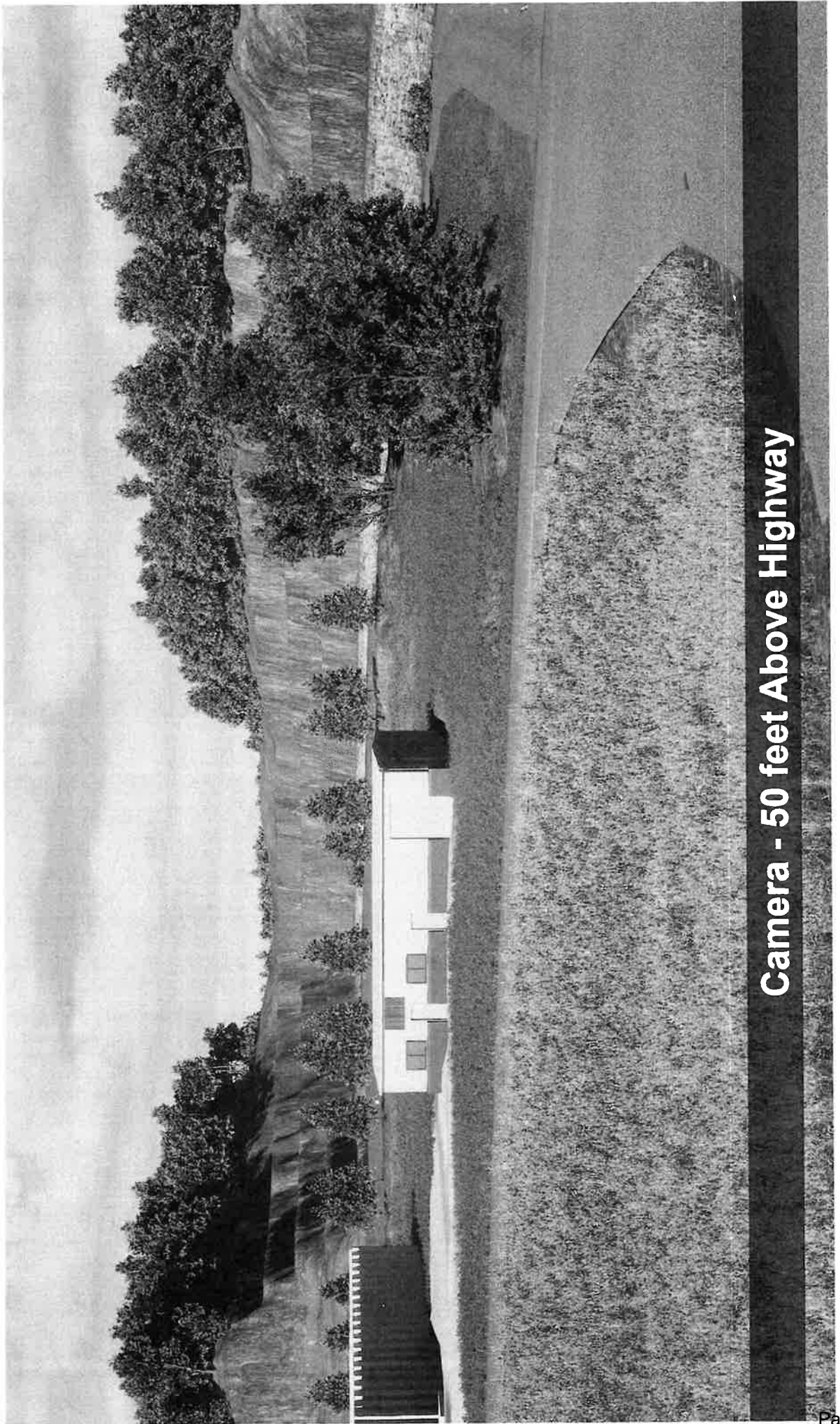




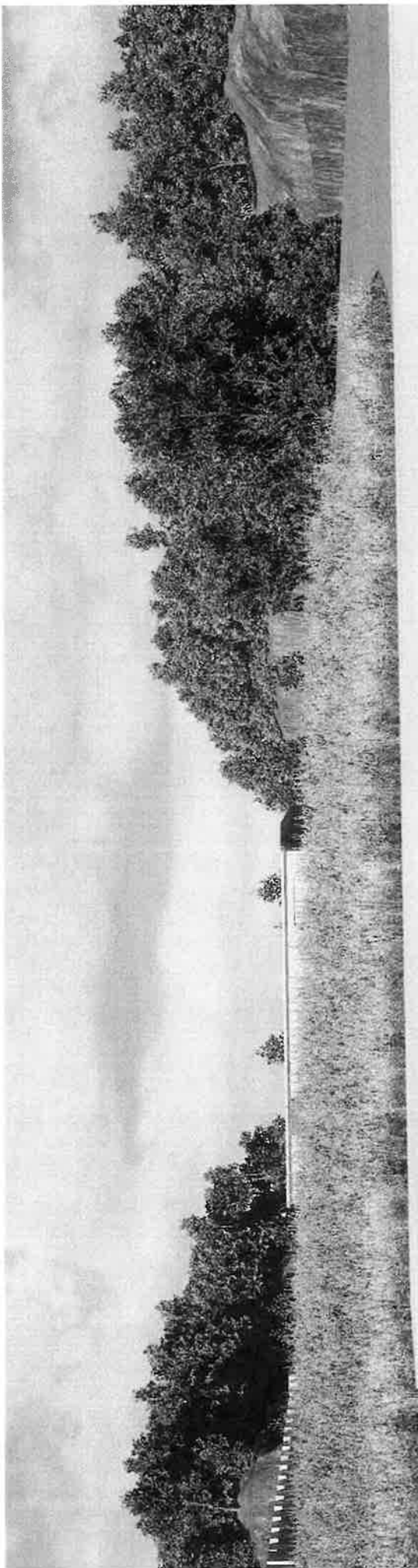




Camera - 100 feet Above Highway

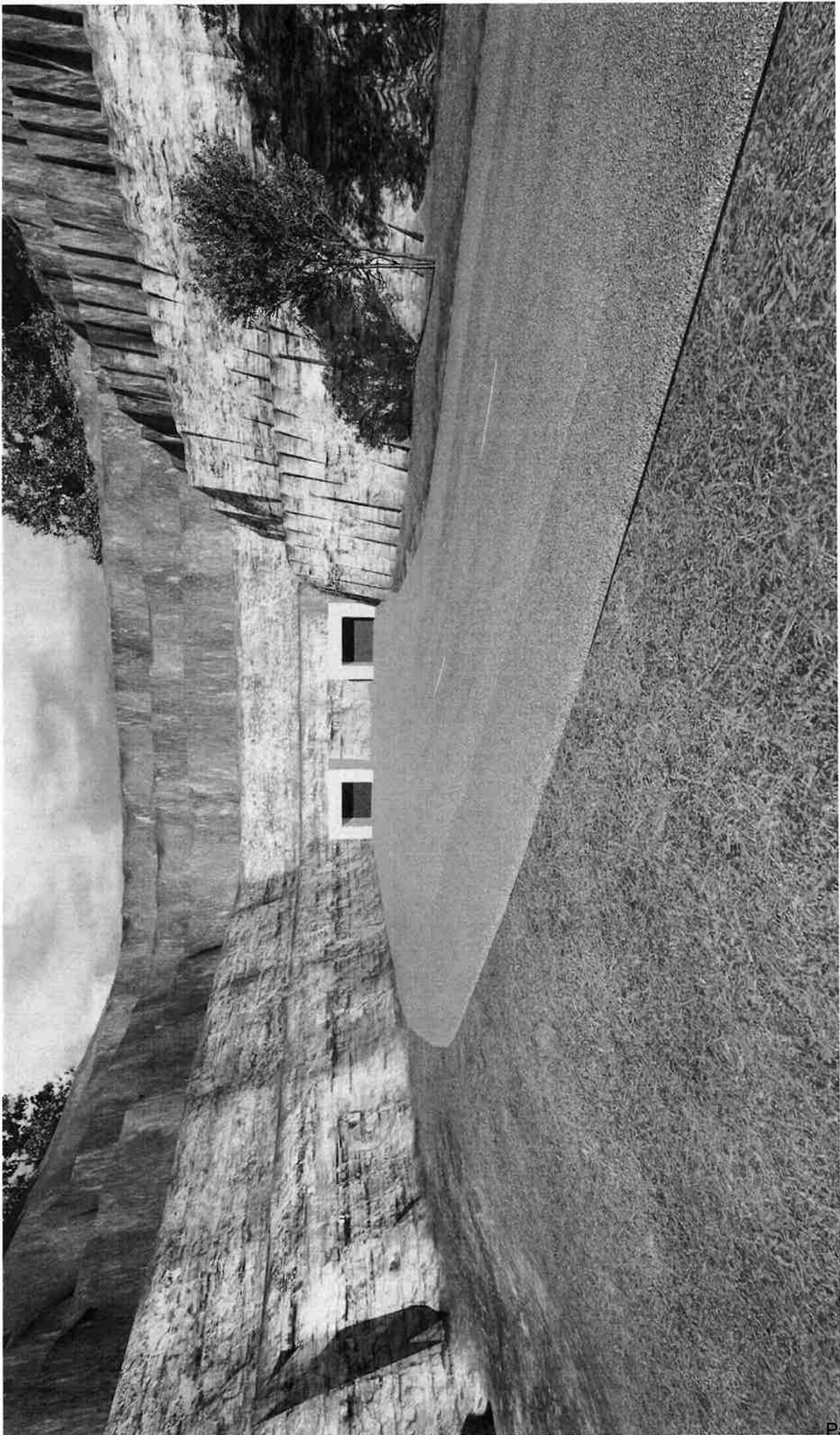


**Camera - 50 feet Above Highway**



**Camera - Driver View**





**A. PZ Case 25-02R&PDP:** Rezoning & Preliminary Development Plan for Strata Underground. Redevelopment for commercial use at existing limestone mine on S. 291 Highway at 5922 Southview Drive.

Ms. Sharp presented the proposal to the commission as described in the staff report.

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

Commissioners Dilts asked if the grass on the surface would be typical turf grass or something native like a prairie grass. Ms. Sharp stated that the final details of the landscape plans had not been worked out at this preliminary stage. Commissioner Dilts noted that her preference would be for the property owner to plant some type of native prairie grass or wildflowers rather than a turf grass.

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

Jeff Haney, 12620 W. Flint Street, Overland Park, KS, introduced himself as the representative for the property owner. Mr. Haney provided example images to the commission of what the development's main portal (entrance/exit) would look like, referencing other projects in the Kansas City metro area such as SubTropolis. Mr. Haney noted that while there may be future applications for surface development above the subterranean proposal, this current application is only in regards to the limestone mine and its transition into a commercial, office, and storage development.

Chairman Rosekrans asked if the commission had any questions for Mr. Haney.

Commissioner Holt asked if the limestone mine had been fully excavated at this point or if there was still more stone to be mined. Mr. Haney stated that they anticipate the limestone mining will finish just before the current Special Use Permit expires in 2026.

Commissioner Holt asked if the presence of the underground development would place limitations on any future surface development above it. Mr. Haney stated that the key to surface development in these instances is the presence of overburden (soil/dirt); more overburden tends to make surface development safer.

Commissioner Summers asked if the underground development is level with the entrance, or if there is a decline as you enter. Mr. Haney stated that the subterranean development does descend further after going through the entrance, but that it is different for every project depending on the location of what is being mined.

Chairman Rosekrans asked if the commission had any further questions for the applicant or staff. Seeing none, he opened the public hearing and asked if there were any persons in the audience that would like to speak for or against the proposal. Seeing no additional questions, Chairman Rosekrans closed the public hearing.

Chairman Rosekrans called for any final questions from the commission.

Commissioner Holt asked if the secondary access would go into a residential area. Ms. Sharp clarified that the secondary access to the underground development would be an emergency exit only should a fire or similar issue occur. This emergency exit would be located at the bottom of the cliff face to the south of the property, near the railroad tracks, and would not be near or require traversing through a residential area.

Chairman Rosekrans asked if the commission had any further questions or comments. Seeing none, he asked for 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 7-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, April 28, 2025 at 7:00 p.m.

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI  
BY REZONING 255 ACRES SOUTH OF SEVEN HILLS RD AT SOUTHVIEW ROAD AND S. 291  
HIGHWAY TO PD "PLANNED DEVELOPMENT" DISTRICT FOR STRATA UNDERGROUND

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

## SECTION I

WHEREAS, the City Council finds that the rezone described duly conforms to the standards and requirements of the Unified Development Ordinance of the City of Liberty, Missouri, the official zoning map shall be and the same is hereby amended rezoning 255 acres south of Seven Hills Rd at Southview Road and S. 291 Highway in the City of Liberty, Clay County, Missouri, the legal description of which is as follows:

All that part of Sections 29, 30, and 31, all in Township 51, Range 31, Liberty, Clay County, Missouri lying West of M-291 Highway, described as follows: Beginning at the Center of said Section 29; Thence North 83°08'21" East, along an existing gravel road, a distance of 1108.04 feet to a point on the Westerly right-of-way line of Old 291 Highway; Thence South 15°58'00" East, a distance of 45.23 feet, this and the following two (2) courses being along said Westerly right-of-way line; Thence North 74°02'00" East, a distance of 10.00 feet; Thence South 15°58'00" East, a distance of 158.93 feet to the Northeast corner of a tract of land conveyed to Hale Real Estate, LLC in Book 6592, at Page 42, at the Clay County Recorder of Deeds; Thence South 83°08'21" West, a distance of 250.00 feet, this and the following two (2) courses being along said tract; Thence South 15°58'00" East, a distance of 250.00 feet; Thence North 83°08'21" East, a distance of 250.00 feet to a point on said Westerly right-of-way line of Old 291 Highway; Thence South 15°58'00" East, along said right-of-way line, a distance of 555.51 feet to a point on the Westerly boundary of a tract conveyed to the Independence-Liberty Bridge Company in Book 263, at Page 171, at the Clay County Recorder of Deeds, said point also being on a curve having a radius of 210.00 feet; Thence Southerly along said curve to the left, with an initial tangent bearing of South 8°59'41" West, an arc distance of 90.29 feet to a point of tangency, this and the following three (3) courses being along the Westerly boundary of said Independence-Liberty Bridge Company tract; Thence South 15°38'18" East, a distance of 11.47 feet; Thence North 74°21'42" East, a distance of 9.60 feet; Thence South 15°56'29" East, a distance of 65.00 feet to a point on the Northerly right-of-way line of the Norfolk & Western Railroad; Thence South 64°11'49" West, a distance of 484.99 feet to a point of curvature, this and the following fifteen (15) courses being along said right-of-way; Thence along said curve to the right, having a radius of 6561.05 feet, an arc distance of 400.79 feet to a point of tangency; Thence South 67°41'49" West, a distance of 153.85 feet; Thence North 22°18'11" West, a distance of 100.00 feet; Thence South 67°41'49" West, a distance of 1535.00 feet to a point on the centerline of an old road; Thence South 72°54'39" West, a distance of 401.66 feet; Thence South 22°18'11" East, a distance of 105.00 feet; Thence South 67°41'49" West, a distance of 145.00 feet to a point of curvature; Thence along said curve to the right, having a radius of 8512.87 feet, an arc distance of 194.44 feet to a point on the Northeasterly boundary of a tract of land conveyed to Maxine Anderson in Book 714, at Page 154, at the Clay County Recorder of Deeds; Thence South 35°05'10" East, a distance of 23.02 feet; Thence South 68°43'19" West, a distance of 238.93 feet; Thence South 89°53'49" West, a distance of 43.88 feet to a point on a curve having a radius of 8525.15 feet; Thence Southwesterly along said curve to the right, with an initial tangent bearing of South 70°50'58" West, an arc distance of

ORDINANCE NO. \_\_\_\_\_ (CONT.)

779.72 feet to a point on the West Line of the Southwest Quarter of said Section 29; Thence North 0°08'59" East, along said West Line, a distance of 37.17 feet; Thence South 74°21'55" West, a distance of 857.96 feet to a point on a curve having a radius of 2652.98 feet; Thence Southwesterly along said curve to the left, with an initial tangent bearing of South 67°47'49" West, an arc distance of 189.14 feet to a point on a curve having a radius of 1432.39 feet, said point also being on the centerline of the Wabash Railroad as it existed in 1900; Thence Westerly along said curve to the right, with an initial tangent bearing of South 84°29'35" West, an arc distance of 198.44 feet; Thence North 0°00'00" East, a distance of 116.73 feet to the Southeast corner of a tract of land conveyed to Ambrose Pescia in Book T, at Page 324, at the Clay County Recorder of Deeds; Thence North 29°30'00" West, along the Easterly boundary of said Pescia tract, a distance of 1452.00 feet to the Northeast corner thereof; Thence North 89°56'53" East, along a line parallel to the North line of the Southeast Quarter of said Section 30, a distance of 594.00 feet, to a point on the West line of the East half of the Southeast Quarter of said Section 30; Thence North 0°02'40" East, along said West Line, a distance of 1501.50 feet to the Northwest corner of said East half; Thence North 89°56'53" East, along the North Line of the Southeast Quarter of Section 30, a distance of 1323.39 feet to the Northwest corner of the Southwest Quarter of said Section 29; Thence South 89°35'48" East, along the North Line of said Southwest Quarter-Section, a distance of 2632.92 feet to the Point of Beginning. Containing 255.94 acres, more or less.

EXCEPT that part in Seven Hills Road, if any.

ALSO EXCEPT the following tract:

All that part of Section 29, Township 51, Range 31, Liberty, Clay County, Missouri, lying above the top of the Winterset Ledge of Limestone Rock, described as follows: Beginning at the Center of said Section 29; Thence North 83°08'21" East, a distance of 150.00 feet; Thence South 0°05'49" East, a distance of 155.00 feet; Thence South 83°08'21" West, a distance of 150.00 feet; Thence South 0°05'49" East, a distance of 350.00 feet; Thence North 89°35'48" West, a distance of 150.00 feet; Thence South 0°05'49" East, a distance of 155.00 feet; Thence North 89°35'48" West, a distance of 510.00 feet; Thence North 0°05'49" West, a distance of 660.00 feet to a point on the North Line of the Southwest Quarter of said Section 29; Thence South 89°35'48" East, along said North Line, a distance of 660.00 feet to the Point of Beginning. Containing 10.00 acres, more or less.

EXCEPT that part in Seven Hills Road, if any.

## SECTION II

The City Council finds and declares that, prior to any action on the amendment herein described, all requirements pertaining to notices and hearings have been fulfilled.

## SECTION III

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

## SECTION IV

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



ORDINANCE NO. \_\_\_\_\_ (CONT.)

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

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS  
FOR THE PERIOD OF April 4, 2025 to April 18, 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         | \$ 240,277.21                 |
| PUBLIC SAFETY SALES TAX FUND  | 243         | \$ 6,322.92                   |
| TRANSIENT GUEST TAX FUND      | 244         | \$ 2,991.81                   |
| CEMETERY MAINTENANCE FUND     | 247         | \$ 2,310.00                   |
| LIMITED CAPITAL FUND          | 350         | \$ 11,580.04                  |
| CAPTIAL SALES TAX FUND        | 351         | \$ 61,515.11                  |
| TRANSPORTATION SALES TAX FUND | 352         | \$ 67,326.56                  |
| PARK SALES TAX FUND           | 353         | \$ 32,234.63                  |
| ECO/DEVO SALES TAX FUND       | 354         | \$ 17,507.00                  |
| FIRE SALES TAX FUND           | 356         | \$ 180,158.25                 |
| PARKS FUND                    | 460         | \$ 2,103.95                   |
| SPORTS COMPLEX FUND           | 461         | \$ 43,369.41                  |
| COMMUNITY CENTER FUND         | 465         | \$ 9,847.80                   |
| WATER OPERATING FUND          | 590         | \$ 132,021.01                 |
| WASTEWATER OPERATING FUND     | 591         | \$ 139,547.15                 |
| WATER CAPITAL FUND            | 592         | \$ 24,229.38                  |
| WASTEWATER CAPITAL FUND       | 593         | \$ 88.50                      |
| SOLID WASTE FUND              | 595         | \$ 34,855.26                  |
| LIBERTY CORNERS CID           | 605         | \$ 30,054.37                  |
| TIF-BLUE JAY CROSSING         | 709         | \$ 13,756.65                  |
| PAYROLL CHECKS & BENEFITS     | 4/18        | \$ 1,297,863.66               |
| TOTAL APPROPRIATIONS          |             | <u><u>\$ 2,349,960.67</u></u> |

PASSED by the Council this 28th day of April, 2025.

\_\_\_\_\_  
Greg Canuteson - MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

APPROVED by the Mayor this 28th day of April, 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                         |

**APRIL 11, 2025**

City of Liberty  
AP List Checks Invoices

Check Type: All; Check Date between: 04/10/2025 and 04/11/2025;

| 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 |               |                                |                 |              |                     |                     |                       |                             |                                                                      |                 |
| 190199; 04/11/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                       |                             |                                                                      |                 |
|                                                            | 23            | LOZPROMO.COM                   | 19326           | 04/06/2025   | PARKS & RECREATION  |                     | 460-55041-400-0000 00 | CONTRACT LABOR              | Price Chopper Banner                                                 | \$ 30.00        |
|                                                            | 23            | LOZPROMO.COM                   | 19325           | 04/06/2025   | PARKS & RECREATION  |                     | 461-55044-451-0000 00 | MISCELLANEOUS FEES          | Field Banners                                                        | \$ 300.00       |
| CHECK TOTAL FOR CHECK NUMBER 190199                        |               |                                |                 |              |                     |                     |                       |                             |                                                                      | \$ 330.00       |
| 190200; 04/11/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                       |                             |                                                                      |                 |
|                                                            | 42            | BRANDY ELECTRIC, INC.          | 4308            | 04/02/2025   | PARKS & RECREATION  |                     | 461-53003-451-0000 00 | RECREATION SUPPLIES         | City Park Field 2 outfield poles                                     | \$ 669.00       |
|                                                            | 42            | BRANDY ELECTRIC, INC.          | 4307            | 04/02/2025   | PARKS & RECREATION  |                     | 461-53003-451-0000 00 | RECREATION SUPPLIES         | Switches and fuses Bennett                                           | \$ 2,146.00     |
| CHECK TOTAL FOR CHECK NUMBER 190200                        |               |                                |                 |              |                     |                     |                       |                             |                                                                      | \$ 2,815.00     |
| 190201; 04/11/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                       |                             |                                                                      |                 |
|                                                            | 51            | WATERSMART SOFTWARE, INC.      | 064-F1000001179 | 04/01/2025   | UTILITY BILLING     |                     | 590-70003-801-0000 00 | COMPUTER SOFTWARE           | Dec-24                                                               | \$ 43.59        |
|                                                            | 51            | WATERSMART SOFTWARE, INC.      | 064-F1000001179 | 04/01/2025   | UTILITY BILLING     |                     | 593-70003-901-0000 00 | COMPUTER SOFTWARE           | Dec-24                                                               | \$ 88.50        |
| CHECK TOTAL FOR CHECK NUMBER 190201                        |               |                                |                 |              |                     |                     |                       |                             |                                                                      | \$ 132.09       |
| 190202; 04/11/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                       |                             |                                                                      |                 |
|                                                            | 76            | HEARTLAND COCA-COLA BOTTLING C | 46448583008     | 04/09/2025   | PARKS & REC-PO      |                     | 461-53005-451-0000 00 | CONCESSION SUPPLIES         | Concession Beverages and supplies for Sports Complex and LCC Vending | \$ 1,029.38     |
| CHECK TOTAL FOR CHECK NUMBER 190202                        |               |                                |                 |              |                     |                     |                       |                             |                                                                      | \$ 1,029.38     |
| 190203; 04/11/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                       |                             |                                                                      |                 |
| ZTRIP SERVICES                                             | 80            | KCATA                          | IN-1055         | 12/09/2024   | FINANCE-PO          |                     | 352-55044-160-0000 00 | IRIS TRANSPORTATION (ZTRIP) | IRIS Contract 6 month agreement                                      | \$ 14,000.00    |
| CHECK TOTAL FOR CHECK NUMBER 190203                        |               |                                |                 |              |                     |                     |                       |                             |                                                                      | \$ 14,000.00    |

\*\*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 |               |                                |                |              |                     |                     |                      |                         |                              |                 |
| 190204; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                         |                              |                 |
| City-Wide Custodial Supplies                               | 81            | BRADY INDUSTRIES OF KANSAS LLC | 9952436        | 04/08/2025   | PARKS & REC-PO      |                     | 100-53008-160-00000  | MAINTENANCE MATERIALS   | City-Wide Custodial Supplies | \$ 44.52        |
| CHECK TOTAL FOR CHECK NUMBER 190204                        |               |                                |                |              |                     |                     |                      |                         |                              | \$ 44.52        |
| 190205; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                         |                              |                 |
| City-Wide Custodial Supplies                               | 81            | BRADY INDUSTRIES OF KANSAS LLC | 9945524        | 04/04/2025   | PARKS & REC-PO      |                     | 100-53008-160-00000  | MAINTENANCE MATERIALS   | City-Wide Custodial Supplies | \$ 453.69       |
| CHECK TOTAL FOR CHECK NUMBER 190205                        |               |                                |                |              |                     |                     |                      |                         |                              | \$ 453.69       |
| 190206; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                         |                              |                 |
|                                                            | 84            | QUALITY PLUMBING, INC.         | 118621501      | 04/08/2025   | UTILITIES           |                     | 590-57005-802-00000  | WATER PLANT MAINTENANCE | WTP - Re-Pipe PRV            | \$ 5,943.00     |
| CHECK TOTAL FOR CHECK NUMBER 190206                        |               |                                |                |              |                     |                     |                      |                         |                              | \$ 5,943.00     |
| 190207; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                         |                              |                 |
|                                                            | 186           | PRIDE CLEANERS MJV-A LLC       | 168997-033125  | 04/08/2025   | POLICE              |                     | 100-59014-501-00000  | CLOTHING EXPENSES       | Jail Laundry                 | \$ 123.38       |
|                                                            | 186           | PRIDE CLEANERS MJV-A LLC       | 333472-033125  | 04/08/2025   | POLICE              |                     | 100-59014-501-00000  | CLOTHING EXPENSES       | Uniform Cleaning             | \$ 314.00       |
| CHECK TOTAL FOR CHECK NUMBER 190207                        |               |                                |                |              |                     |                     |                      |                         |                              | \$ 437.38       |
| 190208; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                         |                              |                 |
|                                                            | 314           | RICOH USA, INC                 | 5071172482     | 04/01/2025   | POLICE              |                     | 100-53031-512-000000 | COPIER LEASE & USAGE    | CIU Usage 1/1-3/31/25        | \$ 20.86        |
| CHECK TOTAL FOR CHECK NUMBER 190208                        |               |                                |                |              |                     |                     |                      |                         |                              | \$ 20.86        |

\*\*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 |               |                          |                |              |                     |                     |                     |                     |                       |                 |
| 190209; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                     |                       |                 |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303670         | 03/25/2025   | FINANCE             |                     | 591-53032-131-00000 | OUTSIDE PRINTING    | Util bill processing  | \$ 62.47        |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303670         | 03/25/2025   | FINANCE             |                     | 590-53032-131-00000 | OUTSIDE PRINTING    | Util bill processing  | \$ 62.48        |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303669         | 03/25/2025   | FINANCE             |                     | 591-53032-131-00000 | OUTSIDE PRINTING    | Util bill processing  | \$ 91.25        |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303669         | 03/25/2025   | FINANCE             |                     | 590-53032-131-00000 | OUTSIDE PRINTING    | Util bill processing  | \$ 91.26        |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303670         | 03/25/2025   | FINANCE             |                     | 591-59010-131-00000 | POSTAGE             | Util bill postage     | \$ 187.30       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303670         | 03/25/2025   | FINANCE             |                     | 590-59010-131-00000 | POSTAGE             | Util bill postage     | \$ 187.30       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303669         | 03/25/2025   | FINANCE             |                     | 591-59010-131-00000 | POSTAGE             | Util bill postage     | \$ 307.19       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303669         | 03/25/2025   | FINANCE             |                     | 590-59010-131-00000 | POSTAGE             | Util bill postage     | \$ 307.19       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303673         | 03/27/2025   | FINANCE             |                     | 591-53032-131-00000 | OUTSIDE PRINTING    | Util bill processing  | \$ 390.05       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303673         | 03/27/2025   | FINANCE             |                     | 590-53032-131-00000 | OUTSIDE PRINTING    | Util bill processing  | \$ 390.06       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303672         | 03/12/2025   | FINANCE             |                     | 591-53032-131-00000 | OUTSIDE PRINTING    | Util bill processing  | \$ 468.40       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303672         | 03/12/2025   | FINANCE             |                     | 590-53032-131-00000 | OUTSIDE PRINTING    | Util bill processing  | \$ 468.40       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303673         | 03/27/2025   | FINANCE             |                     | 591-59010-131-00000 | POSTAGE             | Util bill postage     | \$ 1,008.69     |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303673         | 03/27/2025   | FINANCE             |                     | 590-59010-131-00000 | POSTAGE             | Util bill postage     | \$ 1,008.70     |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303672         | 03/12/2025   | FINANCE             |                     | 591-59010-131-00000 | POSTAGE             | Util bill postage     | \$ 1,130.80     |
|                                                            | 391           | LINEAGE MAILING SERVICES | 303672         | 03/12/2025   | FINANCE             |                     | 590-59010-131-00000 | POSTAGE             | Util bill postage     | \$ 1,130.81     |

\*\*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 |               |                          |                |              |                     |                     |                     |                              |                                                                       |                 |
| 190209; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                              |                                                                       |                 |
|                                                            | 391           | LINEAGE MAILING SERVICES | 304154         | 03/31/2025   | FINANCE             |                     | 591-53032-131-00000 | OUTSIDE PRINTING             | Util bill envelopes                                                   | \$ 2,659.00     |
|                                                            | 391           | LINEAGE MAILING SERVICES | 304154         | 03/31/2025   | FINANCE             |                     | 590-53032-131-00000 | OUTSIDE PRINTING             | Util bill envelopes                                                   | \$ 2,659.00     |
| CHECK TOTAL FOR CHECK NUMBER 190209                        |               |                          |                |              |                     |                     |                     |                              |                                                                       | \$ 12,610.35    |
| 190210; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                              |                                                                       |                 |
|                                                            | 438           | UTILITY ASSOCIATES       | UAS-46927      | 04/04/2025   | POLICE-PO           |                     | 100-60005-501-00000 | VEHICLE CHANGEOVER COSTS     | Shipping                                                              | \$ 25.00        |
|                                                            | 438           | UTILITY ASSOCIATES       | UAS-46927      | 04/04/2025   | POLICE-PO           |                     | 100-60005-501-00000 | VEHICLE CHANGEOVER COSTS     | Rocket In-Car Video HaaS                                              | \$ 5,260.00     |
|                                                            | 438           | UTILITY ASSOCIATES       | UAS-46927      | 04/04/2025   | POLICE-PO           |                     | 100-60005-501-00000 | VEHICLE CHANGEOVER COSTS     | Rocket In-Car Video Saas 2-Year Contract - minus a \$1322.90 discount | \$ 6,621.10     |
| CHECK TOTAL FOR CHECK NUMBER 190210                        |               |                          |                |              |                     |                     |                     |                              |                                                                       | \$ 11,906.10    |
| 190211; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                              |                                                                       |                 |
|                                                            | 485           | CALM.COM, INC            | INV13594       | 04/07/2025   | HR & RISK MGMT      |                     | 100-55035-160-00000 | OTHER FEES                   | 2025 Subscription                                                     | \$ 5,400.00     |
| CHECK TOTAL FOR CHECK NUMBER 190211                        |               |                          |                |              |                     |                     |                     |                              |                                                                       | \$ 5,400.00     |
| 190212; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                              |                                                                       |                 |
|                                                            | 492           | ALL COPY PRODUCTS, INC.  | 38910354       | 04/02/2025   | PARKS & RECREATION  |                     | 460-57012-400-00000 | OFFICE EQUIPMENT MAINTENANCE | Monthly Payment All Copy Products                                     | \$ 233.90       |
| CHECK TOTAL FOR CHECK NUMBER 190212                        |               |                          |                |              |                     |                     |                     |                              |                                                                       | \$ 233.90       |
| 190213; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                              |                                                                       |                 |
|                                                            | 603           | WICKLUND'S CARSTAR INC   | 54544          | 02/12/2025   | POLICE              |                     | 100-57009-501-00000 | VEHICLE MAINTENANCE          | 211                                                                   | \$ 708.05       |
| CHECK TOTAL FOR CHECK NUMBER 190213                        |               |                          |                |              |                     |                     |                     |                              |                                                                       | \$ 708.05       |

\*\*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 |               |                           |                |              |                     |                     |                      |                          |                                 |                 |
| 190214; 04/11/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                          |                                 |                 |
|                                                            | 616           | COLE CHRISTOPHER BRYANT   | 4/8/2025       | 04/10/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS |                                 | \$ 102.00       |
| CHECK TOTAL FOR CHECK NUMBER 190214                        |               |                           |                |              |                     |                     |                      |                          |                                 | \$ 102.00       |
| 190215; 04/11/2025; Cleared; 04/11/2025                    |               |                           |                |              |                     |                     |                      |                          |                                 |                 |
|                                                            | 617           | STAR DEVELOPMENT CORP     | APRIL2025      | 03/26/2025   | NONE                |                     | 709-55048-613-000000 | DEVELOPER REIMBURSEMENT  | APRIL 2025 PYMT                 | \$ 13,756.65    |
| CHECK TOTAL FOR CHECK NUMBER 190215                        |               |                           |                |              |                     |                     |                      |                          |                                 | \$ 13,756.65    |
| 190216; 04/11/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                          |                                 |                 |
|                                                            | 647           | SECURITAS TECHNOLOGY CORP | 6004953521     | 04/01/2025   | UTILITIES           |                     | 590-55041-802-000000 | CONTRACT LABOR           | WTP - Security Monitoring       | \$ 912.00       |
| CHECK TOTAL FOR CHECK NUMBER 190216                        |               |                           |                |              |                     |                     |                      |                          |                                 | \$ 912.00       |
| 190217; 04/11/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                          |                                 |                 |
| includes prepaid - 100-14001-000-0000                      | 657           | LOGICALIS, INC.           | IN236569       | 01/17/2025   | IT-CONTRACT         |                     | 100-14001-000-000000 | OTHER PREPAYMENTS        | Prepay 2026                     | \$ 2,675.75     |
| includes prepaid - 100-14001-000-0000                      | 657           | LOGICALIS, INC.           | IN236569       | 01/17/2025   | IT-CONTRACT         |                     | 100-57030-170-000000 | SOFTWARE MAINTENANCE     | avanan email security renewal   | \$ 13,378.75    |
| CHECK TOTAL FOR CHECK NUMBER 190217                        |               |                           |                |              |                     |                     |                      |                          |                                 | \$ 16,054.50    |
| 190218; 04/11/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                          |                                 |                 |
|                                                            | 669           | MYRICK MECHANICAL         | 2708           | 04/01/2025   | UTILITIES           |                     | 590-57019-802-000000 | BUILDING MAINTENANCE     | WTP - Blower Motor Repair       | \$ 731.98       |
| 2025 City-Wide HVAC Maintenance                            | 669           | MYRICK MECHANICAL         | 2709           | 04/01/2025   | UTILITIES-PO        |                     | 100-57019-160-000000 | BUILDING MAINTENANCE     | 2025 City-Wide HVAC Maintenance | \$ 1,064.00     |
| 2025 City-Wide HVAC Maintenance                            | 669           | MYRICK MECHANICAL         | 2710           | 04/01/2025   | UTILITIES-PO        |                     | 100-57019-160-000000 | BUILDING MAINTENANCE     | 2025 City-Wide HVAC Maintenance | \$ 2,220.00     |
| CHECK TOTAL FOR CHECK NUMBER 190218                        |               |                           |                |              |                     |                     |                      |                          |                                 | \$ 4,015.98     |

\*\*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 |               |                             |                |              |                     |                     |                      |                           |                                                 |                 |
| 190219; 04/11/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                      |                           |                                                 |                 |
|                                                            | 713           | KOHL WHOLESALE INC          | 1254319        | 04/09/2025   | PARKS & REC-PO      |                     | 461-53005-451-000000 | CONCESSION SUPPLIES       | Concession food and supplies for Sports Complex | \$ 3,247.18     |
| CHECK TOTAL FOR CHECK NUMBER 190219                        |               |                             |                |              |                     |                     |                      |                           |                                                 | \$ 3,247.18     |
| 190220; 04/11/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                      |                           |                                                 |                 |
|                                                            | 781           | TEKLAB, INC.                | 323752         | 04/02/2025   | UTILITIES           |                     | 591-55034-902-000000 | PRETREATMENT PROGRAM      | WWTP - IPP Laboratory Services                  | \$ 322.50       |
|                                                            | 781           | TEKLAB, INC.                | 323751         | 04/02/2025   | UTILITIES           |                     | 591-55034-902-000000 | PRETREATMENT PROGRAM      | WWTP - IPP Laboratory Services                  | \$ 337.50       |
|                                                            | 781           | TEKLAB, INC.                | 324209         | 04/09/2025   | UTILITIES           |                     | 591-55034-902-000000 | PRETREATMENT PROGRAM      | WWTP - IPP Laboratory Services                  | \$ 337.50       |
|                                                            | 781           | TEKLAB, INC.                | 323657         | 04/01/2025   | UTILITIES           |                     | 591-55020-902-000000 | LAB FEES                  | WWTP - Lab Fees                                 | \$ 451.40       |
|                                                            | 781           | TEKLAB, INC.                | 324151         | 04/08/2025   | UTILITIES           |                     | 591-55020-902-000000 | LAB FEES                  | WWTP - Lab Fees                                 | \$ 471.70       |
| CHECK TOTAL FOR CHECK NUMBER 190220                        |               |                             |                |              |                     |                     |                      |                           |                                                 | \$ 1,920.60     |
| 190221; 04/11/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                      |                           |                                                 |                 |
|                                                            | 885           | COURTNEY RIDGE RDF LANDFILL | 4138-000031972 | 03/31/2025   | UTILITIES-PO        |                     | 591-55026-902-000000 | FEES-LIME SLUDGE DISPOSAL | Courtney Ridge                                  | \$ 13,641.02    |
| CHECK TOTAL FOR CHECK NUMBER 190221                        |               |                             |                |              |                     |                     |                      |                           |                                                 | \$ 13,641.02    |
| 190222; 04/11/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                      |                           |                                                 |                 |
|                                                            | 952           | BRAYLON STEGALL             | 4/8/2025       | 04/10/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS  |                                                 | \$ 80.00        |
| CHECK TOTAL FOR CHECK NUMBER 190222                        |               |                             |                |              |                     |                     |                      |                           |                                                 | \$ 80.00        |
| 190223; 04/11/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                      |                           |                                                 |                 |
|                                                            | 957           | VANCE BROTHERS, LLC         | ZH00031602     | 04/07/2025   | PUBLIC WORKS        |                     | 351-57031-201-000000 | ASPHALT-STREET REPAIRS    | Asphalt                                         | \$ 283.65       |
|                                                            | 957           | VANCE BROTHERS, LLC         | ZL00068703     | 04/07/2025   | PUBLIC WORKS        |                     | 351-57031-201-000000 | ASPHALT-STREET REPAIRS    | Asphalt                                         | \$ 500.00       |
| CHECK TOTAL FOR CHECK NUMBER 190223                        |               |                             |                |              |                     |                     |                      |                           |                                                 | \$ 783.65       |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                       |                              |                                   |                 |
| 190224; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 964           | J D HOFFMAN ENTERPRISES LLC    | 8281757        | 04/05/2025   | PARKS & RECREATION  |                     | 461-53005-451-0000 00 | CONCESSION SUPPLIES          | Chick-Fil-A Sandwiches            | \$ 225.00       |
| CHECK TOTAL FOR CHECK NUMBER 190224                        |               |                                |                |              |                     |                     |                       |                              |                                   | \$ 225.00       |
| 190225; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 964           | J D HOFFMAN ENTERPRISES LLC    | 8287944        | 04/05/2025   | PARKS & RECREATION  |                     | 461-53005-451-0000 00 | CONCESSION SUPPLIES          | Chick-Fil-A Sandwiches            | \$ 225.00       |
| CHECK TOTAL FOR CHECK NUMBER 190225                        |               |                                |                |              |                     |                     |                       |                              |                                   | \$ 225.00       |
| 190226; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 964           | J D HOFFMAN ENTERPRISES LLC    | 8288917        | 04/05/2025   | PARKS & RECREATION  |                     | 461-53005-451-0000 00 | CONCESSION SUPPLIES          | Chick-Fil-A Sandwiches            | \$ 180.00       |
| CHECK TOTAL FOR CHECK NUMBER 190226                        |               |                                |                |              |                     |                     |                       |                              |                                   | \$ 180.00       |
| 190227; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 1216          | CONSTRUCTION MATERIAL TRUCKING | 05249329       | 04/01/2025   | UTILITIES           |                     | 591-55026-902-0000 00 | FEES-LIME SLUDGE DISPOSAL    | WWTP - Biosolids Removal          | \$ 2,362.50     |
| CHECK TOTAL FOR CHECK NUMBER 190227                        |               |                                |                |              |                     |                     |                       |                              |                                   | \$ 2,362.50     |
| 190228; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 1758          | GEORGE BUTLER ASSOC INC        | 85494          | 01/20/2025   | PUB WRKS-PO         |                     | 354-59016-610-SLPRAB  | FUTURE USE STUDY             | Contract for Engineering Services | \$ 4,257.00     |
| CHECK TOTAL FOR CHECK NUMBER 190228                        |               |                                |                |              |                     |                     |                       |                              |                                   | \$ 4,257.00     |
| 190229; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 2103          | K C WINNELSON INC              | 114137-01      | 03/25/2025   | UTILITIES           |                     | 590-57004-801-0000 00 | MAINS & LINES MAINTENANCE    | Inventory                         | \$ 109.60       |
|                                                            | 2103          | K C WINNELSON INC              | 114137-01      | 03/25/2025   | UTILITIES           |                     | 590-13001-000-0000 00 | INVENTORY-MATERIALS/SUPPLIES | Inventory Parts - #004,#005       | \$ 1,990.00     |
| CHECK TOTAL FOR CHECK NUMBER 190229                        |               |                                |                |              |                     |                     |                       |                              |                                   | \$ 2,099.60     |

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|------------------------------------------------------------|---------------|------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|------------------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                        |                |              |                     |                     |                      |                              |                                                      |                 |
| 190230; 04/11/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                              |                                                      |                 |
|                                                            | 2300          | BOUND TREE MEDICAL LLC | 85714428       | 03/28/2025   | FIRE                |                     | 100-53001-302-000000 | MEDICAL SUPPLIES             | Fire medical supplies                                | \$ 94.45        |
| CHECK TOTAL FOR CHECK NUMBER 190230                        |               |                        |                |              |                     |                     |                      |                              |                                                      | \$ 94.45        |
| 190231; 04/11/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                              |                                                      |                 |
|                                                            | 2767          | K C WINWATER WORKS CO  | 340694-01      | 03/14/2025   | UTILITIES           |                     | 591-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #451                                | \$ 134.00       |
|                                                            | 2767          | K C WINWATER WORKS CO  | 341136-01      | 03/25/2025   | UTILITIES           |                     | 590-57004-801-000000 | MAINS & LINES MAINTENANCE    | Hose Nozzles                                         | \$ 456.00       |
|                                                            | 2767          | K C WINWATER WORKS CO  | 340063-01      | 03/24/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Parts - #277,#230                          | \$ 498.00       |
|                                                            | 2767          | K C WINWATER WORKS CO  | 341219-01      | 03/24/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #005                                | \$ 620.00       |
|                                                            | 2767          | K C WINWATER WORKS CO  | 341120-03      | 03/31/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #005                                | \$ 620.00       |
|                                                            | 2767          | K C WINWATER WORKS CO  | 341557-01      | 03/24/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #263                                | \$ 792.00       |
|                                                            | 2767          | K C WINWATER WORKS CO  | 341655-01      | 03/25/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #290                                | \$ 990.00       |
|                                                            | 2767          | K C WINWATER WORKS CO  | 342208-01      | 04/02/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT        | Inventory - Mississippi St Project                   | \$ 1,060.00     |
|                                                            | 2767          | K C WINWATER WORKS CO  | 341120-02      | 03/24/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #004                                | \$ 1,580.00     |
|                                                            | 2767          | K C WINWATER WORKS CO  | 341120-01      | 03/17/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Parts - #121,#006,#003,#060,#065,#263,#306 | \$ 7,656.00     |
| CHECK TOTAL FOR CHECK NUMBER 190231                        |               |                        |                |              |                     |                     |                      |                              |                                                      | \$ 14,406.00    |

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|------------------------------------------------------------|---------------|----------------------------|----------------|--------------|---------------------|---------------------|----------------------|-----------------------|------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                            |                |              |                     |                     |                      |                       |                                          |                 |
| 190232; 04/11/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                       |                                          |                 |
|                                                            | 2825          | UNIFIRST CORPORATION       | 3281272732     | 04/07/2025   | PARKS & RECREATION  |                     | 465-57018-420-000000 | MISC EQUIPMENT MAINT  | Facility mats 4.7.25                     | \$ 123.90       |
| CHECK TOTAL FOR CHECK NUMBER 190232                        |               |                            |                |              |                     |                     |                      |                       |                                          | \$ 123.90       |
| 190233; 04/11/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                       |                                          |                 |
|                                                            | 2879          | L-L TOWING CO              | 88707          | 04/02/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT | Mississippi St Project - Volvo Track Hoe | \$ 400.00       |
| CHECK TOTAL FOR CHECK NUMBER 190233                        |               |                            |                |              |                     |                     |                      |                       |                                          | \$ 400.00       |
| 190234; 04/11/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                       |                                          |                 |
|                                                            | 2958          | ROADBUILDERS MACHINERY INC | P91692         | 04/02/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT | Mississippi St Project                   | \$ 70.79        |
| CHECK TOTAL FOR CHECK NUMBER 190234                        |               |                            |                |              |                     |                     |                      |                       |                                          | \$ 70.79        |
| 190235; 04/11/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                       |                                          |                 |
| 2025 MEMBERSHIP DUES                                       | 3211          | MO ASSOCIATION COURT ADM   | 040325         | 04/03/2025   | PROSECUTOR          |                     | 100-59013-115-000000 | MEMBERSHIP DUES       | 2025 MEMBERSHIP DUES                     | \$ 75.00        |
| CHECK TOTAL FOR CHECK NUMBER 190235                        |               |                            |                |              |                     |                     |                      |                       |                                          | \$ 75.00        |

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|------------------------------------------------------------|---------------|---------------------------|----------------|--------------|---------------------|---------------------|-----------------------|------------------------|---------------------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                           |                |              |                     |                     |                       |                        |                                                         |                 |
| 190236; 04/11/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                       |                        |                                                         |                 |
|                                                            | 3524          | LIBERTY PETTY CASH        | 04072025       | 04/07/2025   | PARKS & RECREATION  |                     | 461-59026-451-0000 00 | MISCELLANEOUS EXPENSES | Brittany Johnston Jan & Feb Mileage                     | \$ 50.40        |
|                                                            | 3524          | LIBERTY PETTY CASH        | 04072025       | 04/07/2025   | PARKS & RECREATION  |                     | 461-59026-451-0000 00 | MISCELLANEOUS EXPENSES | Thomas Connor March Mileage                             | \$ 50.40        |
|                                                            | 3524          | LIBERTY PETTY CASH        | 04072025       | 04/07/2025   | PARKS & RECREATION  |                     | 461-59026-451-0000 00 | MISCELLANEOUS EXPENSES | Paula Ruf March Mileage                                 | \$ 85.40        |
|                                                            | 3524          | LIBERTY PETTY CASH        | 04072025       | 04/07/2025   | PARKS & RECREATION  |                     | 465-59026-420-0000 00 | MISCELLANEOUS EXPENSES | Haley Ragan Mileage Nov 14th, 2024 thru March 6th, 2025 | \$ 96.60        |
|                                                            | 3524          | LIBERTY PETTY CASH        | 04072025       | 04/07/2025   | PARKS & RECREATION  |                     | 460-54000-400-000 000 | TRAINING TRAVEL        | Tom Garland Feb & March Mileage                         | \$ 98.70        |
|                                                            | 3524          | LIBERTY PETTY CASH        | 04072025       | 04/07/2025   | PARKS & RECREATION  |                     | 100-53035-483-0000 00 | PROGRAM SUPPLIES       | Silver Center Birthday Party                            | \$ 100.00       |
|                                                            | 3524          | LIBERTY PETTY CASH        | 04072025       | 04/07/2025   | PARKS & RECREATION  |                     | 465-53038-420-0000 00 | RSVP GRANT             | RSVP EBP Power Music                                    | \$ 149.95       |
| CHECK TOTAL FOR CHECK NUMBER 190236                        |               |                           |                |              |                     |                     |                       |                        |                                                         | \$ 631.45       |
| 190237; 04/11/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                       |                        |                                                         |                 |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 582724         | 04/07/2025   | FIRE                |                     | 100-53033-301-0000 00 | SCBA SUPPLIES          | Return Inv 582849                                       | \$ (800.64)     |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 582864         | 04/02/2025   | FIRE                |                     | 100-57009-301-0000 00 | VEHICLE MAINTENANCE    | Grab Handle for 613                                     | \$ 55.63        |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 582876         | 04/02/2025   | FIRE                |                     | 100-53033-301-0000 00 | SCBA SUPPLIES          | Replacement pouch                                       | \$ 464.51       |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 582724         | 04/07/2025   | FIRE                |                     | 100-53033-301-0000 00 | SCBA SUPPLIES          | SCBA Repair items and Return for Credit                 | \$ 1,268.49     |
| CHECK TOTAL FOR CHECK NUMBER 190237                        |               |                           |                |              |                     |                     |                       |                        |                                                         | \$ 987.99       |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                       |                           |                                                     |                 |
| 190238; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                           |                                                     |                 |
| Split across accounts and includes prepaids                | 4267          | TECHNOLOGY GROUP SOLUTIONS LLC | 60859          | 03/27/2025   | IT-CONTRACT         |                     | 591-14001-000-0000 00 | OTHER PREPAYMENTS         | 2026 Prepay (1/2026-3/2026)                         | \$ 962.84       |
| Split across accounts and includes prepaids                | 4267          | TECHNOLOGY GROUP SOLUTIONS LLC | 60859          | 03/27/2025   | IT-CONTRACT         |                     | 590-14001-000-0000 00 | OTHER PREPAYMENTS         | 2026 Prepay (1/2026-3/2026)                         | \$ 962.84       |
| Split across accounts and includes prepaids                | 4267          | TECHNOLOGY GROUP SOLUTIONS LLC | 60859          | 03/27/2025   | IT-CONTRACT         |                     | 591-70002-903-0000 00 | COMPUTER EQUIPMENT        | 2025 (4/2025-12/2025)                               | \$ 2,888.50     |
| Split across accounts and includes prepaids                | 4267          | TECHNOLOGY GROUP SOLUTIONS LLC | 60859          | 03/27/2025   | IT-CONTRACT         |                     | 590-70002-803-0000 00 | COMPUTER EQUIPMENT        | 2025 (4/2025-12/2025)                               | \$ 2,888.50     |
| Split across accounts and includes prepaids                | 4267          | TECHNOLOGY GROUP SOLUTIONS LLC | 60859          | 03/27/2025   | IT-CONTRACT         |                     | 100-14001-000-0000 00 | OTHER PREPAYMENTS         | 2026 Prepay (1/2026-3/2026)                         | \$ 11,386.00    |
| Split across accounts and includes prepaids                | 4267          | TECHNOLOGY GROUP SOLUTIONS LLC | 60859          | 03/27/2025   | IT-CONTRACT         |                     | 100-57016-170-00000 0 | IT MAINTENANCE & SERVICES | VMware Renewal (datacenter)                         | \$ 34,157.96    |
|                                                            | 4267          | TECHNOLOGY GROUP SOLUTIONS LLC | 60640          | 03/18/2025   | PARKS & REC-PO      |                     | 353-57019-430-0000 00 | BUILDING MAINTENANCE      | Security cameras and installation at Sports Complex | \$ 32,234.63    |
| CHECK TOTAL FOR CHECK NUMBER 190238                        |               |                                |                |              |                     |                     |                       |                           |                                                     | \$ 85,481.27    |
| 190239; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                           |                                                     |                 |
|                                                            | 4393          | MO ONE CALL SYSTEM INC         | 5030221        | 03/31/2025   | UTILITIES           |                     | 591-55002-901-0000 00 | MISSOURI ONE CALL FEE     | Locates - March 2025                                | \$ 504.90       |
|                                                            | 4393          | MO ONE CALL SYSTEM INC         | 5030221        | 03/31/2025   | UTILITIES           |                     | 590-55002-801-0000 00 | MISSOURI ONE CALL FEE     | Locates - March 2025                                | \$ 504.90       |
| CHECK TOTAL FOR CHECK NUMBER 190239                        |               |                                |                |              |                     |                     |                       |                           |                                                     | \$ 1,009.80     |
| 190240; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                           |                                                     |                 |
|                                                            | 4424          | CUMMINS SALES AND SERVICE      | H9-25044398 2  | 04/01/2025   | FIRE                |                     | 100-57009-301-0000 00 | VEHICLE MAINTENANCE       | Pressure Sensor and Wiring Harness replacement      | \$ 3,686.75     |
| CHECK TOTAL FOR CHECK NUMBER 190240                        |               |                                |                |              |                     |                     |                       |                           |                                                     | \$ 3,686.75     |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                      |                           |                               |                 |
| 190241; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                           |                               |                 |
|                                                            | 4445          | CLAIRE GINETTE JACKSON        | 4/8/2025       | 04/10/2025   | PARKS & RECREATION  |                     | 465-55056-410-000000 | SEMI-PRIVATE SWIM LESSONS |                               | \$ 52.00        |
| CHECK TOTAL FOR CHECK NUMBER 190241                        |               |                               |                |              |                     |                     |                      |                           |                               | \$ 52.00        |
| 190242; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                           |                               |                 |
|                                                            | 4522          | ENSZ & JESTER PC              | 44             | 03/31/2025   | HR & RISK MGMT      |                     | 100-55005-140-000000 | LEGAL FEES                | Legal fees                    | \$ 74.00        |
| CHECK TOTAL FOR CHECK NUMBER 190242                        |               |                               |                |              |                     |                     |                      |                           |                               | \$ 74.00        |
| 190243; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                           |                               |                 |
|                                                            | 4570          | MIDWEST MOBILE RADIO SERV INC | 203001607-1    | 03/24/2025   | POLICE              |                     | 100-70001-501-000000 | CAPITAL EQUIPMENT         | Radio Equipment               | \$ 6,562.71     |
| CHECK TOTAL FOR CHECK NUMBER 190243                        |               |                               |                |              |                     |                     |                      |                           |                               | \$ 6,562.71     |
| 190244; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                           |                               |                 |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30215          | 03/31/2025   | PARKS & RECREATION  |                     | 460-57022-403-000000 | GROUNDS/ LANDSCAPING      | Gravel                        | \$ 162.16       |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30006          | 03/16/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT     | Rock - Mississippi St Project | \$ 358.55       |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30129          | 03/23/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT     | Rock - Mississippi St Project | \$ 1,301.44     |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30129          | 03/23/2025   | UTILITIES           |                     | 591-57003-902-000000 | LIFT STATION MAINTENANCE  | Rock - Rush Creek             | \$ 2,136.52     |
| CHECK TOTAL FOR CHECK NUMBER 190244                        |               |                               |                |              |                     |                     |                      |                           |                               | \$ 3,958.67     |
| 190245; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                           |                               |                 |
|                                                            | 4711          | ALLIED OIL & TIRE COMPANY INC | 0266180        | 04/07/2025   | UTILITIES           |                     | 590-57009-801-000000 | VEHICLE MAINTENANCE       | DEF - Handling Fees           | \$ 9.12         |
|                                                            | 4711          | ALLIED OIL & TIRE COMPANY INC | 0266180        | 04/07/2025   | UTILITIES           |                     | 591-57009-901-000000 | VEHICLE MAINTENANCE       | DEF - Handling Fees           | \$ 9.13         |
| CHECK TOTAL FOR CHECK NUMBER 190245                        |               |                               |                |              |                     |                     |                      |                           |                               | \$ 18.25        |

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| 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 |               |                              |                |              |                     |                     |                      |                           |                                                  |                 |
| 190246; 04/11/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                           |                                                  |                 |
|                                                            | 4763          | PRINTING UNLIMITED           | 72345          | 04/03/2025   | PUBLIC WORKS        |                     | 100-53000-201-000000 | GENERAL SUPPLIES          | Business Cards for T. MacNerland and G. Thompson | \$ 243.10       |
| CHECK TOTAL FOR CHECK NUMBER 190246                        |               |                              |                |              |                     |                     |                      |                           |                                                  | \$ 243.10       |
| 190247; 04/11/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                           |                                                  |                 |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23437          | 04/04/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       |                                                  | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23438          | 04/03/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       | sterilization                                    | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23413          | 03/31/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       | sterilization                                    | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23439          | 04/01/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       | sterilization                                    | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 22983          | 04/03/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       | sterilization                                    | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23454          | 04/03/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       | sterilization                                    | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23431          | 04/03/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       | sterilization                                    | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23452          | 04/04/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       | sterilization                                    | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23453          | 04/06/2025   | ANIMAL CONTROL      |                     | 100-55015-165-000000 | VETERINARY SERVICES       | sterilization                                    | \$ 65.00        |
| CHECK TOTAL FOR CHECK NUMBER 190247                        |               |                              |                |              |                     |                     |                      |                           |                                                  | \$ 585.00       |
| 190248; 04/11/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                           |                                                  |                 |
|                                                            | 5257          | NATHAN JONES                 | 4/8/2025       | 04/10/2025   | PARKS & RECREATION  |                     | 465-55056-410-000000 | SEMI-PRIVATE SWIM LESSONS |                                                  | \$ 26.00        |
|                                                            | 5257          | NATHAN JONES                 | 4/8/2025       | 04/10/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS  |                                                  | \$ 38.00        |
| CHECK TOTAL FOR CHECK NUMBER 190248                        |               |                              |                |              |                     |                     |                      |                           |                                                  | \$ 64.00        |

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------|-----------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                     |                                         |                 |
| 190249; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                                         |                 |
|                                                            | 5394          | GALL'S INC                     | 030930318      | 04/02/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms                           | \$ 8.56         |
|                                                            | 5394          | GALL'S INC                     | 030973206      | 04/07/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms                           | \$ 37.60        |
|                                                            | 5394          | GALL'S INC                     | 030914969      | 04/01/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms                           | \$ 40.44        |
| CHECK TOTAL FOR CHECK NUMBER 190249                        |               |                                |                |              |                     |                     |                      |                     |                                         | \$ 86.60        |
| 190250; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                                         |                 |
|                                                            | 5460          | VALVOLINE LLC                  | 97728          | 04/02/2025   | UTILITIES           |                     | 590-57009-801-000000 | VEHICLE MAINTENANCE | Serviced Vehicle #186                   | \$ 37.79        |
|                                                            | 5460          | VALVOLINE LLC                  | 98024          | 04/07/2025   | UTILITIES           |                     | 591-57009-902-000000 | VEHICLE MAINTENANCE | Serviced Vehicle #191                   | \$ 50.09        |
|                                                            | 5460          | VALVOLINE LLC                  | 97690          | 04/01/2025   | UTILITIES           |                     | 591-57009-901-000000 | VEHICLE MAINTENANCE | Serviced Vehicle #139                   | \$ 54.98        |
| CHECK TOTAL FOR CHECK NUMBER 190250                        |               |                                |                |              |                     |                     |                      |                     |                                         | \$ 142.86       |
| 190251; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                                         |                 |
|                                                            | 5482          | ALTERATIONS & CUSTOM SEWING ST | 5554           | 04/07/2025   | FIRE                |                     | 100-59014-300-000000 | CLOTHING EXPENSES   | 601 Class A Uniform                     | \$ 752.09       |
|                                                            | 5482          | ALTERATIONS & CUSTOM SEWING ST | 6166           | 04/07/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | Name Plates (Weaver, Snider, Braley)    | \$ 57.00        |
|                                                            | 5482          | ALTERATIONS & CUSTOM SEWING ST | 6249           | 04/07/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | Badge                                   | \$ 135.20       |
|                                                            | 5482          | ALTERATIONS & CUSTOM SEWING ST | 6202           | 04/02/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | Maynard Jacket                          | \$ 138.99       |
|                                                            | 5482          | ALTERATIONS & CUSTOM SEWING ST | 11388          | 04/01/2025   | POLICE              |                     | 100-55044-501-000000 | MISCELLANEOUS FEES  | Intake Processing, DNA Sample, Lab Exam | \$ 588.10       |
|                                                            | 5482          | ALTERATIONS & CUSTOM SEWING ST | 6213           | 04/04/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | Detective Badges                        | \$ 676.00       |
| CHECK TOTAL FOR CHECK NUMBER 190251                        |               |                                |                |              |                     |                     |                      |                     |                                         | \$ 2,347.38     |

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|------------------------------------------------------------|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|--------------------------|--------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                      |                          |                          |                 |
| 190252; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                          |                          |                 |
|                                                            | 5575          | TW CUSTOM BRANDING            | 55967          | 03/13/2025   | PARKS & RECREATION  |                     | 460-54004-400-000000 | TRAINING COSTS           | Parks & Rec Tumblers     | \$ 687.41       |
| CHECK TOTAL FOR CHECK NUMBER 190252                        |               |                               |                |              |                     |                     |                      |                          |                          | \$ 687.41       |
| 190253; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                          |                          |                 |
|                                                            | 5659          | ROSEMARIE VON FINTEL          | WS 2025-2      | 04/09/2025   | PARKS & RECREATION  |                     | 465-55065-410-000000 | COMMUNITY PROGRAMS       | Dog Obedience W/S 2025-2 | \$ 1,008.00     |
| CHECK TOTAL FOR CHECK NUMBER 190253                        |               |                               |                |              |                     |                     |                      |                          |                          | \$ 1,008.00     |
| 190254; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                          |                          |                 |
|                                                            | 5680          | LAUREL SHOGER                 | 4/8/2025 2     | 04/10/2025   | PARKS & RECREATION  |                     | 465-55060-410-000000 | SPECIALTY SWIM PROGRAMS  |                          | \$ 60.00        |
|                                                            | 5680          | LAUREL SHOGER                 | 4/8/2025 2     | 04/10/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS |                          | \$ 220.00       |
| CHECK TOTAL FOR CHECK NUMBER 190254                        |               |                               |                |              |                     |                     |                      |                          |                          | \$ 280.00       |
| 190255; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                          |                          |                 |
|                                                            | 5701          | LIBERTY PLUMBING HEATING & AC | 1537           | 03/27/2025   | PARKS & RECREATION  |                     | 461-57019-451-000000 | BUILDING MAINTENANCE     | 4 plex water heater      | \$ 1,820.00     |
| CHECK TOTAL FOR CHECK NUMBER 190255                        |               |                               |                |              |                     |                     |                      |                          |                          | \$ 1,820.00     |
| 190256; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                          |                          |                 |
|                                                            | 5761          | MISSISSIPPI LIME CO INC       | CD80973        | 03/31/2025   | UTILITIES-PO        |                     | 590-53009-802-000000 | CHEMICALS                | Hydrated Lime            | \$ 10,260.55    |
| CHECK TOTAL FOR CHECK NUMBER 190256                        |               |                               |                |              |                     |                     |                      |                          |                          | \$ 10,260.55    |
| 190257; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                          |                          |                 |
|                                                            | 5767          | BRENNTAG MID-SOUTH INC        | BMS896021      | 04/03/2025   | UTILITIES           |                     | 590-53009-802-000000 | CHEMICALS                | WTP - Chemicals          | \$ 8,812.35     |
| CHECK TOTAL FOR CHECK NUMBER 190257                        |               |                               |                |              |                     |                     |                      |                          |                          | \$ 8,812.35     |

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|----------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                              |                                  |                 |
| 190258; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                  |                 |
|                                                            | 5803          | JASON WHITTECK                 | 4/10-4/12/25   | 04/07/2025   | FINANCE             |                     | 100-54004-303-000000 | TRAINING COSTS               | FDIC Train Lead Repeat           | \$ 200.00       |
| CHECK TOTAL FOR CHECK NUMBER 190258                        |               |                                |                |              |                     |                     |                      |                              |                                  | \$ 200.00       |
| 190259; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                  |                 |
|                                                            | 5837          | CHRIS YOUNG                    | 4/10-4/12/25   | 04/07/2025   | FINANCE             |                     | 100-54004-300-000000 | TRAINING COSTS               | FDIC Train Lead Repeat           | \$ 200.00       |
| CHECK TOTAL FOR CHECK NUMBER 190259                        |               |                                |                |              |                     |                     |                      |                              |                                  | \$ 200.00       |
| 190260; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                  |                 |
|                                                            | 5910          | KONICA MINOLTA BUSINESS SOLUTI | 553287939      | 04/10/2025   | PARKS & RECREATION  |                     | 100-57012-483-000000 | OFFICE EQUIPMENT MAINTENANCE | Monthly payment - Konica Minolta | \$ 409.72       |
|                                                            | 5910          | KONICA MINOLTA BUSINESS SOLUTI | 553287939      | 04/10/2025   | PARKS & RECREATION  |                     | 465-57012-420-000000 | OFFICE EQUIPMENT MAINTENANCE | Monthly payment - Konica Minolta | \$ 409.73       |
| CHECK TOTAL FOR CHECK NUMBER 190260                        |               |                                |                |              |                     |                     |                      |                              |                                  | \$ 819.45       |
| 190261; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                  |                 |
|                                                            | 5964          | SYNERGY SERVICES INC           | DV-MAR 25      | 04/02/2025   | FINANCE             |                     | 100-20015-000-000000 | DOMESTIC VIOLENCE SHELTER    | DV Mar Court                     | \$ 2,036.00     |
| CHECK TOTAL FOR CHECK NUMBER 190261                        |               |                                |                |              |                     |                     |                      |                              |                                  | \$ 2,036.00     |
| 190262; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                  |                 |
|                                                            | 6014          | ZOLL MEDICAL CORPORATION       | 4168628        | 03/26/2025   | FIRE                |                     | 100-53001-302-000000 | MEDICAL SUPPLIES             | Fire medical supplies            | \$ 1,086.42     |
| CHECK TOTAL FOR CHECK NUMBER 190262                        |               |                                |                |              |                     |                     |                      |                              |                                  | \$ 1,086.42     |
| 190263; 04/11/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                  |                 |
|                                                            | 6030          | REJIS COMMISSION               | 552102         | 04/09/2025   | ADMINISTRATI ON     |                     | 100-55044-116-000000 | MISCELLANEOUS FEES           | Mobile Ticketing Exported to JIS | \$ 142.00       |
| CHECK TOTAL FOR CHECK NUMBER 190263                        |               |                                |                |              |                     |                     |                      |                              |                                  | \$ 142.00       |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                       |                |              |                     |                     |                      |                           |                                 |                 |
| 190264; 04/11/2025; Outstanding; null                      |               |                       |                |              |                     |                     |                      |                           |                                 |                 |
|                                                            | 6045          | VEENSTRA & KIMM INC   | 47412-14       | 03/28/2025   | PUB WRKS-PO         |                     | 352-57035-201-000000 | BRIDGE MAINT REPLC PROJ   | RICHFIELD BRIDGE DESIGN         | \$ 2,061.45     |
|                                                            | 6045          | VEENSTRA & KIMM INC   | 47413-14       | 03/28/2025   | PUB WRKS-PO         |                     | 352-57035-201-000000 | BRIDGE MAINT REPLC PROJ   | MARILYNN BRIDGE DESIGN          | \$ 21,932.29    |
| CHECK TOTAL FOR CHECK NUMBER 190264                        |               |                       |                |              |                     |                     |                      |                           |                                 | \$ 23,993.74    |
| 190265; 04/11/2025; Cleared; 04/11/2025                    |               |                       |                |              |                     |                     |                      |                           |                                 |                 |
|                                                            | 6085          | BRIXMOR SPE 5 LLC     | APRIL2025      | 03/26/2025   | NONE                |                     | 100-48028-000-000000 | TIF ADMINISTRATIVE FEE    | APRIL ADMIN FEE                 | \$ (269.50)     |
|                                                            | 6085          | BRIXMOR SPE 5 LLC     | APRIL2025      | 03/26/2025   | NONE                |                     | 605-55008-618-000000 | ADMINISTRATIVE FEES       | APRIL ADMIN FEE                 | \$ 269.50       |
|                                                            | 6085          | BRIXMOR SPE 5 LLC     | APRIL2025      | 03/26/2025   | NONE                |                     | 605-55044-618-000000 | MISCELLANEOUS FEES        | APRIL 2025 PYMT                 | \$ 29,784.87    |
| CHECK TOTAL FOR CHECK NUMBER 190265                        |               |                       |                |              |                     |                     |                      |                           |                                 | \$ 29,784.87    |
| 190266; 04/11/2025; Outstanding; null                      |               |                       |                |              |                     |                     |                      |                           |                                 |                 |
|                                                            | 6100          | MOAZ CONSTRUCTION INC | 149            | 04/05/2025   | UTILITIES           |                     | 590-57004-801-000000 | MAINS & LINES MAINTENANCE | Concrete - Skyline, Rte 291     | \$ 9,886.20     |
|                                                            | 6100          | MOAZ CONSTRUCTION INC | 150            | 04/08/2025   | UTILITIES-PO        |                     | 590-57004-801-000000 | MAINS & LINES MAINTENANCE | Street replacement - Lincoln St | \$ 2,549.64     |
| CHECK TOTAL FOR CHECK NUMBER 190266                        |               |                       |                |              |                     |                     |                      |                           |                                 | \$ 12,435.84    |
| 190267; 04/11/2025; Outstanding; null                      |               |                       |                |              |                     |                     |                      |                           |                                 |                 |
|                                                            | 6123          | GT DISTRIBUTORS INC   | UNIV0067860    | 03/26/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES         | Groves Class A Shirt            | \$ 65.70        |
| CHECK TOTAL FOR CHECK NUMBER 190267                        |               |                       |                |              |                     |                     |                      |                           |                                 | \$ 65.70        |
| 190268; 04/11/2025; Outstanding; null                      |               |                       |                |              |                     |                     |                      |                           |                                 |                 |
|                                                            | 6146          | TETRA TECH INC        | 52374162       | 01/31/2025   | UTILITIES-PO        |                     | 592-70017-802-000000 | ENGINEERING DESIGN        | Engineering Services            | \$ 497.50       |
| CHECK TOTAL FOR CHECK NUMBER 190268                        |               |                       |                |              |                     |                     |                      |                           |                                 | \$ 497.50       |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                       |                             |                                                  |                 |
| 190269; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                       |                             |                                                  |                 |
|                                                            | 6175          | MO VOCATIONAL ENTERPRISES     | 698852 RI      | 03/31/2025   | UTILITIES           |                     | 591-57009-901-0000 00 | VEHICLE MAINTENANCE         | License Plates - #184                            | \$ 15.25        |
|                                                            | 6175          | MO VOCATIONAL ENTERPRISES     | 698852 RI      | 03/31/2025   | UTILITIES           |                     | 590-57009-801-0000 00 | VEHICLE MAINTENANCE         | License Plates - #184                            | \$ 15.25        |
| CHECK TOTAL FOR CHECK NUMBER 190269                        |               |                               |                |              |                     |                     |                       |                             |                                                  | \$ 30.50        |
| 190270; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                       |                             |                                                  |                 |
|                                                            | 6305          | HELGET GAS PRODUCTS           | 0002951314     | 04/07/2025   | FIRE                |                     | 100-53009-302-0000 00 | CHEMICALS                   | Fire oxygen                                      | \$ 4.95         |
| CHECK TOTAL FOR CHECK NUMBER 190270                        |               |                               |                |              |                     |                     |                       |                             |                                                  | \$ 4.95         |
| 190271; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                       |                             |                                                  |                 |
|                                                            | 6424          | BLACK & MCDONALD ELECTRIC LLC | 76-1770581     | 03/31/2025   | PUBLIC WORKS        |                     | 100-57017-201-00000 0 | STREET/TRAFFIC LIGHTS MAINT | Traffic Signal Maintenance - S Withers & S Wales | \$ 346.83       |
| CHECK TOTAL FOR CHECK NUMBER 190271                        |               |                               |                |              |                     |                     |                       |                             |                                                  | \$ 346.83       |
| 190272; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                       |                             |                                                  |                 |
|                                                            | 6471          | JCI INDUSTRIES INC            | 8278950        | 03/12/2025   | UTILITIES           |                     | 591-57005-902-0000 00 | WATER PLANT MAINTENANCE     | WWTP - Motor for Gearbox                         | \$ 6,088.00     |
|                                                            | 6471          | JCI INDUSTRIES INC            | 8279340        | 03/24/2025   | UTILITIES           |                     | 591-57005-902-0000 00 | WATER PLANT MAINTENANCE     | WWTP - Installation of Motor & Gearbox           | \$ 10,261.00    |
|                                                            | 6471          | JCI INDUSTRIES INC            | 8279285        | 03/21/2025   | UTILITIES-PO        |                     | 591-57005-902-0000 00 | WATER PLANT MAINTENANCE     | Carrousel Aeration Gearbox Rebuild               | \$ 56,154.00    |
| CHECK TOTAL FOR CHECK NUMBER 190272                        |               |                               |                |              |                     |                     |                       |                             |                                                  | \$ 72,503.00    |
| 190273; 04/11/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                       |                             |                                                  |                 |
| includes prepaid - 100-14001-000-00 0000                   | 6515          | DRUVA INC                     | INVUS104432 2  | 03/28/2025   | IT-CONTRACT         |                     | 100-14001-000-0000 00 | OTHER PREPAYMENTS           | Prepay 2026                                      | \$ 2,579.50     |
| includes prepaid - 100-14001-000-00 0000                   | 6515          | DRUVA INC                     | INVUS104432 2  | 03/28/2025   | IT-CONTRACT         |                     | 100-55001-170-0000 00 | INTERNET SERVICE FEES       | druva insync renewal                             | \$ 12,897.50    |
| CHECK TOTAL FOR CHECK NUMBER 190273                        |               |                               |                |              |                     |                     |                       |                             |                                                  | \$ 15,477.00    |

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|------------------------------------------------------------------------|---------------|-----------------------------------|----------------|--------------|------------------------|---------------------|--------------------------|------------------------------|------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE             |               |                                   |                |              |                        |                     |                          |                              |                                    |                 |
| 190274; 04/11/2025; Outstanding; null                                  |               |                                   |                |              |                        |                     |                          |                              |                                    |                 |
| Baseball/Softball/<br>Tball Uniforms and<br>Hats, Basketball<br>Unifor | 6668          | CUSTOM GRAPHICS<br>LLC            | 2462           | 03/31/2025   | PARKS & REC-<br>PO     |                     | 461-53003-451-0000<br>00 | RECREATION<br>SUPPLIES       | Sports Apparel                     | \$ 564.50       |
| Baseball/Softball/<br>Tball Uniforms and<br>Hats, Basketball<br>Unifor | 6668          | CUSTOM GRAPHICS<br>LLC            | 2463           | 03/31/2025   | PARKS & REC-<br>PO     |                     | 461-53003-451-0000<br>00 | RECREATION<br>SUPPLIES       | Sports Apparel                     | \$ 2,387.35     |
| Baseball/Softball/<br>Tball Uniforms and<br>Hats, Basketball<br>Unifor | 6668          | CUSTOM GRAPHICS<br>LLC            | 2461           | 03/31/2025   | PARKS & REC-<br>PO     |                     | 461-53003-451-0000<br>00 | RECREATION<br>SUPPLIES       | Sports Apparel                     | \$ 6,023.75     |
| CHECK TOTAL FOR CHECK NUMBER 190274                                    |               |                                   |                |              |                        |                     |                          |                              |                                    | \$ 8,975.60     |
| 190275; 04/11/2025; Outstanding; null                                  |               |                                   |                |              |                        |                     |                          |                              |                                    |                 |
|                                                                        | 6681          | KC REGIONAL<br>DESTINATION ALLIAN | 2025           | 03/24/2025   | TRANSIENT<br>GUEST TAX |                     | 244-59009-119-0000<br>00 | CONTRIBUTIONS TO<br>PROJECTS | KC Destinations<br>Membership Dues | \$ 500.00       |
| CHECK TOTAL FOR CHECK NUMBER 190275                                    |               |                                   |                |              |                        |                     |                          |                              |                                    | \$ 500.00       |
| 190276; 04/11/2025; Outstanding; null                                  |               |                                   |                |              |                        |                     |                          |                              |                                    |                 |
|                                                                        | 6763          | MICHAEL S WIENANDS                | 4/8/25         | 04/10/2025   | PARKS &<br>RECREATION  |                     | 465-55060-410-0000<br>00 | SPECIALTY SWIM<br>PROGRAMS   |                                    | \$ 20.00        |
|                                                                        | 6763          | MICHAEL S WIENANDS                | 4/8/25         | 04/10/2025   | PARKS &<br>RECREATION  |                     | 465-55056-410-0000<br>00 | SEMI-PRIVATE SWIM<br>LESSONS |                                    | \$ 26.00        |
|                                                                        | 6763          | MICHAEL S WIENANDS                | 4/8/25         | 04/10/2025   | PARKS &<br>RECREATION  |                     | 465-55058-410-0000<br>00 | PRIVATE SWIMMING<br>LESSONS  |                                    | \$ 399.00       |
| CHECK TOTAL FOR CHECK NUMBER 190276                                    |               |                                   |                |              |                        |                     |                          |                              |                                    | \$ 445.00       |
| 190277; 04/11/2025; Outstanding; null                                  |               |                                   |                |              |                        |                     |                          |                              |                                    |                 |
|                                                                        | 7080          | HAPPY TIMES T SHIRT<br>COMPANY    | 058437         | 01/15/2025   | POLICE                 |                     | 100-53018-502-0000<br>00 | SWAT TEAM<br>SUPPLIES        | Colwell SWAT Clothes               | \$ 32.00        |
|                                                                        | 7080          | HAPPY TIMES T SHIRT<br>COMPANY    | 058635         | 02/13/2025   | POLICE                 |                     | 100-59014-501-0000<br>00 | CLOTHING EXPENSES            | Police Hats                        | \$ 160.00       |
| CHECK TOTAL FOR CHECK NUMBER 190277                                    |               |                                   |                |              |                        |                     |                          |                              |                                    | \$ 192.00       |

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|------------------------------------------------------------|---------------|----------------------|----------------|--------------|---------------------|---------------------|----------------------|----------------------|------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                      |                |              |                     |                     |                      |                      |                              |                 |
| 190278; 04/11/2025; Outstanding; null                      |               |                      |                |              |                     |                     |                      |                      |                              |                 |
|                                                            | 7509          | KAPKE & WILLERTH LLC | 68767          | 03/04/2025   | FINANCE             |                     | 460-55005-400-000000 | LEGAL FEES           | Legal Fees                   | \$ 112.50       |
|                                                            | 7509          | KAPKE & WILLERTH LLC | 68767          | 03/04/2025   | FINANCE             |                     | 100-55005-111-000000 | LEGAL FEES           | Legal Fees                   | \$ 2,115.00     |
|                                                            | 7509          | KAPKE & WILLERTH LLC | 68838          | 04/01/2025   | FINANCE             |                     | 100-55005-111-000000 | LEGAL FEES           | Legal Fees                   | \$ 2,520.00     |
| CHECK TOTAL FOR CHECK NUMBER 190278                        |               |                      |                |              |                     |                     |                      |                      |                              | \$ 4,747.50     |
| 190279; 04/11/2025; Outstanding; null                      |               |                      |                |              |                     |                     |                      |                      |                              |                 |
|                                                            | 7683          | RICOH USA, INC       | 109085524      | 04/01/2025   | FIRE                |                     | 100-53031-300-000000 | COPIER LEASE & USAGE | Fire copier lease            | \$ 137.89       |
| CHECK TOTAL FOR CHECK NUMBER 190279                        |               |                      |                |              |                     |                     |                      |                      |                              | \$ 137.89       |
| 190280; 04/11/2025; Outstanding; null                      |               |                      |                |              |                     |                     |                      |                      |                              |                 |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY     | X04012025      | 03/23/2025   | TECH & LOGISTICS    |                     | 100-56007-302-000000 | MOBILE PHONES        | Fire (EMS)                   | \$ 43.73        |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY     | X04012025      | 03/23/2025   | TECH & LOGISTICS    |                     | 100-56007-303-000000 | MOBILE PHONES        | Fire (Training)              | \$ 57.84        |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY     | X04012025      | 03/23/2025   | TECH & LOGISTICS    |                     | 100-56007-304-000000 | MOBILE PHONES        | Fire (Prevent)               | \$ 99.08        |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY     | X04012025      | 03/23/2025   | TECH & LOGISTICS    |                     | 100-56007-170-000000 | MOBILE PHONES        | mobile phones ATT/ First Net | \$ 448.00       |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY     | X04012025      | 03/23/2025   | TECH & LOGISTICS    |                     | 100-56007-300-000000 | MOBILE PHONES        | Fire (Admin)                 | \$ 1,227.38     |
| CHECK TOTAL FOR CHECK NUMBER 190280                        |               |                      |                |              |                     |                     |                      |                      |                              | \$ 1,876.03     |

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|------------------------------------------------------------|---------------|----------------------------------|--------------------|--------------|---------------------|---------------------|--------------------------|--------------------------------------|----------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                  |                    |              |                     |                     |                          |                                      |                            |                 |
| 190281; 04/11/2025; Outstanding; null                      |               |                                  |                    |              |                     |                     |                          |                                      |                            |                 |
|                                                            | 8355          | CENTRAL JACKSON CO<br>FPD        | TC25-085           | 04/03/2025   | FIRE                |                     | 100-53017-303-0000<br>00 | CPR TRAINING<br>SUPPLIES             | Fire CPR cards             | \$ 500.00       |
| CHECK TOTAL FOR CHECK NUMBER 190281                        |               |                                  |                    |              |                     |                     |                          |                                      |                            | \$ 500.00       |
| 190282; 04/11/2025; Outstanding; null                      |               |                                  |                    |              |                     |                     |                          |                                      |                            |                 |
|                                                            | 8397          | REPUBLIC SERVICES<br>#468        | 0468-004519<br>898 | 03/31/2025   | UTILITIES           |                     | 591-55044-902-0000<br>00 | MISCELLANEOUS<br>FEES                | Dumpster Pickup<br>Service | \$ 71.76        |
|                                                            | 8397          | REPUBLIC SERVICES<br>#468        | 0468-004519<br>898 | 03/31/2025   | UTILITIES           |                     | 590-55041-801-0000<br>00 | CONTRACT LABOR                       | Dumpster Pickup<br>Service | \$ 71.76        |
|                                                            | 8397          | REPUBLIC SERVICES<br>#468        | 0468-004519<br>898 | 03/31/2025   | UTILITIES           |                     | 591-55041-901-00000<br>0 | CONTRACT LABOR                       | Dumpster Pickup<br>Service | \$ 71.77        |
|                                                            | 8397          | REPUBLIC SERVICES<br>#468        | 0468-004519<br>741 | 03/31/2025   | UTILITIES           |                     | 591-55041-901-00000<br>0 | CONTRACT LABOR                       | Dumpster Pickup<br>Service | \$ 504.52       |
|                                                            | 8397          | REPUBLIC SERVICES<br>#468        | 0468-004519<br>741 | 03/31/2025   | UTILITIES           |                     | 590-55041-801-0000<br>00 | CONTRACT LABOR                       | Dumpster Pickup<br>Service | \$ 504.53       |
|                                                            | 8397          | REPUBLIC SERVICES<br>#468        | 0468-004519<br>741 | 03/31/2025   | UTILITIES           |                     | 591-55041-902-0000<br>00 | CONTRACT LABOR                       | Dumpster Pickup<br>Service | \$ 2,163.24     |
| CHECK TOTAL FOR CHECK NUMBER 190282                        |               |                                  |                    |              |                     |                     |                          |                                      |                            | \$ 3,387.58     |
| 190283; 04/11/2025; Outstanding; null                      |               |                                  |                    |              |                     |                     |                          |                                      |                            |                 |
|                                                            | 8612          | MIDWEST OFFICE<br>TECHNOLOGY INC | INST454157         | 04/02/2025   | UTILITIES           |                     | 590-57019-802-0000<br>00 | BUILDING<br>MAINTENANCE              | Printer Repair             | \$ 185.00       |
| CHECK TOTAL FOR CHECK NUMBER 190283                        |               |                                  |                    |              |                     |                     |                          |                                      |                            | \$ 185.00       |
| 190284; 04/11/2025; Outstanding; null                      |               |                                  |                    |              |                     |                     |                          |                                      |                            |                 |
|                                                            | 8799          | CORE & MAIN LP                   | W625436            | 03/19/2025   | UTILITIES           |                     | 590-13001-000-0000<br>00 | INVENTORY-<br>MATERIALS/<br>SUPPLIES | Inventory Part - #005      | \$ 1,218.56     |
|                                                            | 8799          | CORE & MAIN LP                   | W570266            | 03/28/2025   | UTILITIES           |                     | 590-57004-801-0000<br>00 | MAINS & LINES<br>MAINTENANCE         | Inventory                  | \$ 3,840.00     |
| CHECK TOTAL FOR CHECK NUMBER 190284                        |               |                                  |                    |              |                     |                     |                          |                                      |                            | \$ 5,058.56     |

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|------------------------------------------------------------|---------------|----------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                            |                |              |                     |                     |                      |                     |                       |                 |
| 190285; 04/11/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                     |                       |                 |
|                                                            | 8861          | FERRELL GAS                | 1130010521     | 03/26/2025   | PUBLIC WORKS        |                     | 100-53000-203-000000 | GENERAL SUPPLIES    | St Fuel               | \$ 74.59        |
| CHECK TOTAL FOR CHECK NUMBER 190285                        |               |                            |                |              |                     |                     |                      |                     |                       | \$ 74.59        |
| 190286; 04/11/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                     |                       |                 |
|                                                            | 8873          | J & A TRAFFIC PRODUCTS INC | 39590          | 03/31/2025   | PUBLIC WORKS        |                     | 351-57036-201-000000 | STREET SIGNS        | ST SIGN MATERIALS     | \$ 2,031.25     |
| CHECK TOTAL FOR CHECK NUMBER 190286                        |               |                            |                |              |                     |                     |                      |                     |                       | \$ 2,031.25     |

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|------------------------------------------------------------|---------------|-------------|----------------|--------------|---------------------|---------------------|-----------------------|---------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |             |                |              |                     |                     |                       |                     |                       |                 |
| 190287; 04/11/2025; Outstanding; null                      |               |             |                |              |                     |                     |                       |                     |                       |                 |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 590-56007-803-0000 00 | MOBILE PHONES       | Water (Supply) Admin  | \$ 45.63        |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 100-56007-480-0000 00 | MOBILE PHONES       | Parks (ComSvc)        | \$ 46.63        |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 591-56007-903-0000 00 | MOBILE PHONES       | Wasterwater (Admin)   | \$ 86.30        |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 460-56007-403-0000 00 | MOBILE PHONES       | Parks (Maint)         | \$ 92.26        |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 100-56007-482-0000 00 | MOBILE PHONES       | Parks (Trans)         | \$ 218.15       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 465-56007-420-0000 00 | MOBILE PHONES       | Parks (LCC)           | \$ 221.15       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 460-56007-400-0000 00 | MOBILE PHONES       | Parks (Admin)         | \$ 273.78       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 461-56007-451-0000 00 | MOBILE PHONES       | Parks (Sports)        | \$ 381.67       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 591-56007-902-0000 00 | MOBILE PHONES       | Wastewater (Treat)    | \$ 425.20       |

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|------------------------------------------------------------|---------------|-----------------------------|----------------|--------------|---------------------|---------------------|-----------------------|-----------------------|-------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                             |                |              |                     |                     |                       |                       |                                     |                 |
| 190287; 04/11/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                       |                       |                                     |                 |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON                     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 100-56007-302-0000 00 | MOBILE PHONES         | Fire (EMS)                          | \$ 440.22       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON                     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 590-56007-802-0000 00 | MOBILE PHONES         | Water (Supply)                      | \$ 469.71       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON                     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 591-56007-131-00000 0 | MOBILE PHONES         | Utilities/Wastewater (Util Billing) | \$ 491.93       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON                     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 100-57018-511-00000 0 | MISC EQUIPMENT MAINT  | PD                                  | \$ 720.36       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON                     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 591-56007-901-0000 00 | MOBILE PHONES         | Wastewater (Maint)                  | \$ 924.29       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON                     | 6108118019     | 03/09/2025   | TECH & LOGISTICS    |                     | 100-56007-170-0000 00 | MOBILE PHONES         | mobile phones - verizon             | \$ 5,371.37     |
| CHECK TOTAL FOR CHECK NUMBER 190287                        |               |                             |                |              |                     |                     |                       |                       |                                     | \$ 10,208.65    |
| 190288; 04/11/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                       |                       |                                     |                 |
|                                                            | 8966          | ROAD RUNNER SAFETY SERVICES | 00027825       | 03/15/2025   | UTILITIES           |                     | 592-70020-801-0000 00 | CONSTRUCTION CONTRACT | Signs - Mississippi St Project      | \$ 2,339.40     |
| CHECK TOTAL FOR CHECK NUMBER 190288                        |               |                             |                |              |                     |                     |                       |                       |                                     | \$ 2,339.40     |
| 190289; 04/11/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                       |                       |                                     |                 |
|                                                            | 8987          | SWIM THINGS INC             | 518957-1       | 04/08/2025   | PARKS & RECREATION  |                     | 465-55057-410-0000 00 | SWIM TEAM             | Swim Team Sample Suits              | \$ 830.00       |
| CHECK TOTAL FOR CHECK NUMBER 190289                        |               |                             |                |              |                     |                     |                       |                       |                                     | \$ 830.00       |

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|------------------------------------------------------------|---------------|-------------------------|----------------|--------------|---------------------|---------------------|--------------------|---------------------|---------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                         |                |              |                     |                     |                    |                     |                                       |                 |
| 190290; 04/11/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                    |                     |                                       |                 |
|                                                            | 999999        | MARIANA & MICHAEL LAGAS | 204-4420-00-13 | 04/03/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND                          | \$ 132.69       |
| CHECK TOTAL FOR CHECK NUMBER 190290                        |               |                         |                |              |                     |                     |                    |                     |                                       | \$ 132.69       |
| 190291; 04/11/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                    |                     |                                       |                 |
|                                                            | 999999        | CARASUE/EDDIE HALL      | 207-1025-00-02 | 04/10/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND                          | \$ 5,039.36     |
| CHECK TOTAL FOR CHECK NUMBER 190291                        |               |                         |                |              |                     |                     |                    |                     |                                       | \$ 5,039.36     |
| 190292; 04/11/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                    |                     |                                       |                 |
|                                                            | 999999        | Susan Shaw              | 2385848        | 04/02/2025   | PARKS & RECREATION  |                     | 461-44078-000-0000 | YOUTH SOFTBALL      | Not Playing                           | \$ 130.00       |
| CHECK TOTAL FOR CHECK NUMBER 190292                        |               |                         |                |              |                     |                     |                    |                     |                                       | \$ 130.00       |
| 190293; 04/11/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                    |                     |                                       |                 |
|                                                            | 999999        | Todd Munk               | 2385849        | 04/02/2025   | PARKS & RECREATION  |                     | 461-44084-000-0000 | YOUTH SOCCER        | Not Playing                           | \$ 120.00       |
| CHECK TOTAL FOR CHECK NUMBER 190293                        |               |                         |                |              |                     |                     |                    |                     |                                       | \$ 120.00       |
| 190294; 04/11/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                    |                     |                                       |                 |
|                                                            | 999999        | Candis Pfaltzgraf       | 2386058        | 04/03/2025   | PARKS & RECREATION  |                     | 465-44043-000-0000 | SENIOR - MONTHLY    | Changed to insurance based membership | \$ 76.67        |
| CHECK TOTAL FOR CHECK NUMBER 190294                        |               |                         |                |              |                     |                     |                    |                     |                                       | \$ 76.67        |
| 190295; 04/11/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                    |                     |                                       |                 |
|                                                            | 999999        | Miranda Lyle            | 2386846        | 04/03/2025   | PARKS & RECREATION  |                     | 461-44084-000-0000 | YOUTH SOCCER        | Not Playing                           | \$ 65.00        |
| CHECK TOTAL FOR CHECK NUMBER 190295                        |               |                         |                |              |                     |                     |                    |                     |                                       | \$ 65.00        |
| 190296; 04/11/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                    |                     |                                       |                 |
|                                                            | 999999        | Jessica Payne           | 2387025        | 04/03/2025   | PARKS & RECREATION  |                     | 461-44085-000-0000 | YOUTH VOLLEYBALL    |                                       | \$ 120.00       |
| CHECK TOTAL FOR CHECK NUMBER 190296                        |               |                         |                |              |                     |                     |                    |                     |                                       | \$ 120.00       |

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|------------------------------------------------------------|---------------|--------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------|-----------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                          |                |              |                     |                     |                      |                     |                                               |                 |
| 190297; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                      |                     |                                               |                 |
|                                                            | 999999        | Bahez Hassan             | 2387073        | 04/03/2025   | PARKS & RECREATION  |                     | 461-44084-000-000000 | YOUTH SOCCER        |                                               | \$ 120.00       |
| CHECK TOTAL FOR CHECK NUMBER 190297                        |               |                          |                |              |                     |                     |                      |                     |                                               | \$ 120.00       |
| 190298; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                      |                     |                                               |                 |
|                                                            | 999999        | Shawna Blake             | 2391096        | 04/07/2025   | PARKS & RECREATION  |                     | 465-44045-000-000000 | FAMILY - MONTHLY    | No longer using                               | \$ 696.50       |
| CHECK TOTAL FOR CHECK NUMBER 190298                        |               |                          |                |              |                     |                     |                      |                     |                                               | \$ 696.50       |
| 190299; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                      |                     |                                               |                 |
|                                                            | 999999        | Elite Dance Cup LLC      | 2392931        | 04/09/2025   | PARKS & RECREATION  |                     | 465-44055-000-000000 | MEETING ROOM RENTAL | Security Payment - remaining balance returned | \$ 1,079.48     |
| CHECK TOTAL FOR CHECK NUMBER 190299                        |               |                          |                |              |                     |                     |                      |                     |                                               | \$ 1,079.48     |
| 190300; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                      |                     |                                               |                 |
|                                                            | 999999        | K & T WATER INC          | 354-0017-00-05 | 04/03/2025   | UTILITY BILLING     |                     | 590-20019-000-000000 | WATER REFUNDS       | WATER REFUND                                  | \$ 1,062.62     |
| CHECK TOTAL FOR CHECK NUMBER 190300                        |               |                          |                |              |                     |                     |                      |                     |                                               | \$ 1,062.62     |
| 190301; 04/11/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                      |                     |                                               |                 |
| 2025 Youth and Adult Officiating Services                  | 9209          | LIBERTY SPORTS OFFICIALS | SPRING 10-2025 | 04/08/2025   | PARKS & REC-PO      |                     | 461-55041-451-000000 | CONTRACT LABOR      | 2025 sports official services                 | \$ 6,254.00     |
|                                                            | 9209          | LIBERTY SPORTS OFFICIALS | SPRING 11-2025 | 04/08/2025   | PARKS & RECREATION  |                     | 461-55041-451-000000 | CONTRACT LABOR      | Spring Sports Officials (Baseball/ Softball)  | \$ 13,161.00    |
| CHECK TOTAL FOR CHECK NUMBER 190301                        |               |                          |                |              |                     |                     |                      |                     |                                               | \$ 19,415.00    |
| Grand Total:                                               |               |                          |                |              |                     |                     |                      |                     |                                               | \$ 493,067.45   |

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

**APRIL 18, 2025**

City of Liberty  
AP List Checks Invoices

Check Type: All; Check Date between: 04/17/2025 and 04/18/2025;

| 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 |               |                              |                |              |                     |                     |                      |                      |                                                   |                 |
| 190302; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                                   |                 |
|                                                            | 12            | R. JOEL REINOEHL             | OH06           | 04/14/2025   | PARKS & RECREATION  |                     | 460-55041-400-000000 | CONTRACT LABOR       | One Hour HVAC Scoreboard Sponsorship              | \$ 86.62        |
|                                                            | 12            | R. JOEL REINOEHL             | PS0017         | 04/14/2025   | PARKS & RECREATION  |                     | 460-55041-400-000000 | CONTRACT LABOR       | Pediatric Smiles Banner Sponsorship               | \$ 86.62        |
|                                                            | 12            | R. JOEL REINOEHL             | OH06           | 04/14/2025   | PARKS & RECREATION  |                     | 465-55043-420-000000 | SPONSORSHIPS         | One Hour HVAC Banner & Scoreboard Sponsorship     | \$ 129.94       |
|                                                            | 12            | R. JOEL REINOEHL             | PS0017         | 04/14/2025   | PARKS & RECREATION  |                     | 465-55043-420-000000 | SPONSORSHIPS         | Pediatric Smiles Banner Sponsorship               | \$ 129.94       |
|                                                            | 12            | R. JOEL REINOEHL             | PS0017         | 04/14/2025   | PARKS & RECREATION  |                     | 461-55044-451-000000 | MISCELLANEOUS FEES   | Pediatric Smiles Banner Sponsorship               | \$ 264.69       |
|                                                            | 12            | R. JOEL REINOEHL             | OH06           | 04/14/2025   | PARKS & RECREATION  |                     | 461-55044-451-000000 | MISCELLANEOUS FEES   | One Hour HVAC Banner & Scoreboard Sponsorship     | \$ 564.69       |
| CHECK TOTAL FOR CHECK NUMBER 190302                        |               |                              |                |              |                     |                     |                      |                      |                                                   | \$ 1,262.50     |
| 190303; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                                   |                 |
|                                                            | 22            | CITY OF GLADSTONE            | 42166444       | 04/07/2025   | POLICE              |                     | 100-57030-512-000000 | SOFTWARE MAINTENANCE | Dispatch Annual Operating Expenses                | \$ 22,106.96    |
| CHECK TOTAL FOR CHECK NUMBER 190303                        |               |                              |                |              |                     |                     |                      |                      |                                                   | \$ 22,106.96    |
| 190304; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                                   |                 |
|                                                            | 73            | MID-AMERICA REGIONAL COUNCIL | S-I-0002090    | 01/28/2025   | PUB WRKS-PO         |                     | 595-55035-205-000000 | OTHER FEES           | Funding for Intergovernmental Agreement with MARC | \$ 34,797.22    |
| CHECK TOTAL FOR CHECK NUMBER 190304                        |               |                              |                |              |                     |                     |                      |                      |                                                   | \$ 34,797.22    |

\*\*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 |               |                                |                |              |                     |                     |                      |                       |                              |                 |
| 190305; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                       |                              |                 |
| City-Wide Custodial Supplies                               | 81            | BRADY INDUSTRIES OF KANSAS LLC | 9970278        | 04/11/2025   | PARKS & REC-PO      |                     | 100-53008-160-000000 | MAINTENANCE MATERIALS | City-Wide Custodial Supplies | \$ 12.14        |
| City-Wide Custodial Supplies                               | 81            | BRADY INDUSTRIES OF KANSAS LLC | 9967231        | 04/10/2025   | PARKS & REC-PO      |                     | 100-53008-160-000000 | MAINTENANCE MATERIALS | City-Wide Custodial Supplies | \$ 762.33       |
| CHECK TOTAL FOR CHECK NUMBER 190305                        |               |                                |                |              |                     |                     |                      |                       |                              | \$ 774.47       |
| 190306; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                       |                              |                 |
| City-Wide Custodial Supplies                               | 81            | BRADY INDUSTRIES OF KANSAS LLC | 9949833        | 04/07/2025   | ANIMAL CTRL-PO      |                     | 100-53008-160-000000 | MAINTENANCE MATERIALS | City-Wide Custodial Supplies | \$ 104.82       |
| CHECK TOTAL FOR CHECK NUMBER 190306                        |               |                                |                |              |                     |                     |                      |                       |                              | \$ 104.82       |
| 190307; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                       |                              |                 |
|                                                            | 158           | ELECTRONIC CONTRACTING COMPANY | 71443          | 04/15/2025   | ANIMAL CONTROL      |                     | 100-57018-165-000000 | MISC EQUIPMENT MAINT  | Fire Alarm Inspection        | \$ 160.00       |
| CHECK TOTAL FOR CHECK NUMBER 190307                        |               |                                |                |              |                     |                     |                      |                       |                              | \$ 160.00       |
| 190308; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                       |                              |                 |
|                                                            | 192           | LIFE FITNESS, LLC              | 7961566        | 03/24/2025   | PARKS & RECREATION  |                     | 465-57018-420-000000 | MISC EQUIPMENT MAINT  | Cable machine parts          | \$ 59.56        |
|                                                            | 192           | LIFE FITNESS, LLC              | 7964231        | 03/26/2025   | PARKS & RECREATION  |                     | 465-57018-420-000000 | MISC EQUIPMENT MAINT  | calf machine parts           | \$ 481.87       |
|                                                            | 192           | LIFE FITNESS, LLC              | 7966983        | 03/28/2025   | PARKS & RECREATION  |                     | 465-57018-420-000000 | MISC EQUIPMENT MAINT  | replacement pads             | \$ 771.27       |
| CHECK TOTAL FOR CHECK NUMBER 190308                        |               |                                |                |              |                     |                     |                      |                       |                              | \$ 1,312.70     |
| 190309; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                       |                              |                 |
| Tom McGiffin                                               | 270           | MO MUNICIPAL & CIRCUIT JUDGES  | 5/21-5/23/25   | 04/09/2025   | FINANCE             |                     | 100-54000-115-000000 | TRAINING TRAVEL       | MMACJA Conf Tom McGiffin     | \$ 250.00       |
| CHECK TOTAL FOR CHECK NUMBER 190309                        |               |                                |                |              |                     |                     |                      |                       |                              | \$ 250.00       |

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City of Liberty  
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|------------------------------------------------------------|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|---------------------|------------------------|------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                     |                        |                              |                 |
| 190310; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                     |                        |                              |                 |
|                                                            | 314           | RICOH USA, INC                | 40391658       | 04/12/2025   | ANIMAL CONTROL      |                     | 100-53031-165-00000 | COPIER LEASE & USAGE   | copier lease                 | \$ 91.26        |
|                                                            | 314           | RICOH USA, INC                | 40390958       | 04/11/2025   | COURT               |                     | 100-53031-116-00000 | COPIER LEASE & USAGE   | PERIODIC PAYMENT             | \$ 105.53       |
|                                                            | 314           | RICOH USA, INC                | 40390481       | 04/12/2025   | FINANCE             |                     | 100-53031-130-00000 | COPIER LEASE & USAGE   | Finance Copier Lease         | \$ 139.85       |
|                                                            | 314           | RICOH USA, INC                | 40390963       | 04/12/2025   | POLICE              |                     | 100-53031-512-00000 | COPIER LEASE & USAGE   | CIU Lease - May              | \$ 153.81       |
| CHECK TOTAL FOR CHECK NUMBER 190310                        |               |                               |                |              |                     |                     |                     |                        |                              | \$ 490.45       |
| 190311; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                     |                        |                              |                 |
|                                                            | 337           | COLD SOLUTIONS AT RUSH CREEK  | 1366           | 04/17/2025   | PUBLIC WORKS        |                     | 100-55032-202-00000 | REFUSE COLLECTION FEES | Cold Storage Rent - May 2025 | \$ 1,800.00     |
| CHECK TOTAL FOR CHECK NUMBER 190311                        |               |                               |                |              |                     |                     |                     |                        |                              | \$ 1,800.00     |
| 190312; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                     |                        |                              |                 |
|                                                            | 342           | CANON FINANCIAL SERVICES, INC | 39823268       | 04/11/2025   | PUBLIC WORKS        |                     | 100-53031-201-00000 | COPIER LEASE & USAGE   | Copier Lease- April 2025     | \$ 76.00        |
|                                                            | 342           | CANON FINANCIAL SERVICES, INC | 39823268       | 04/11/2025   | PUBLIC WORKS        |                     | 100-53031-150-00000 | COPIER LEASE & USAGE   | Copier Lease- April 2025     | \$ 76.00        |
| CHECK TOTAL FOR CHECK NUMBER 190312                        |               |                               |                |              |                     |                     |                     |                        |                              | \$ 152.00       |
| 190313; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                     |                        |                              |                 |
|                                                            | 364           | DELL TECHNOLOGIES INC.        | 10795520026    | 01/22/2025   | UTILITIES           |                     | 591-60000-902-00000 | MINOR EQUIPMENT        | WWTP - HVAC Computer         | \$ 865.52       |
|                                                            | 364           | DELL TECHNOLOGIES INC.        | 10807470108    | 03/31/2025   | UTILITIES           |                     | 591-60000-902-00000 | MINOR EQUIPMENT        | WWTP - Programming Laptop    | \$ 2,078.37     |
| CHECK TOTAL FOR CHECK NUMBER 190313                        |               |                               |                |              |                     |                     |                     |                        |                              | \$ 2,943.89     |
| 190314; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                     |                        |                              |                 |
|                                                            | 367           | CLINICAL COUNSELING ASSOC     | 4-9-2025       | 04/09/2025   | POLICE              |                     | 100-55007-501-00000 | TESTING FEES           | Wellness Check-Ins           | \$ 720.00       |
| CHECK TOTAL FOR CHECK NUMBER 190314                        |               |                               |                |              |                     |                     |                     |                        |                              | \$ 720.00       |

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|------------------------------------------------------------|---------------|------------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|-----------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                      |                              |                                   |                 |
| 190315; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                              |                                   |                 |
|                                                            | 415           | CRAWFORD, MURPHY & TILLY INC | 0241014        | 02/14/2025   | PUB WRKS-PO         |                     | 352-57044-201-000000 | OVERLAY PROGRAM              | Road Barrier System Design        | \$ 1,427.20     |
| CHECK TOTAL FOR CHECK NUMBER 190315                        |               |                              |                |              |                     |                     |                      |                              |                                   | \$ 1,427.20     |
| 190316; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                              |                                   |                 |
|                                                            | 487           | TOYS FOR TRUCKS, INC         | INV1011075     | 04/11/2025   | POLICE              |                     | 100-60005-501-000000 | VEHICLE CHANGEOVER COSTS     | New Vehicle Fitting               | \$ 4,956.45     |
| CHECK TOTAL FOR CHECK NUMBER 190316                        |               |                              |                |              |                     |                     |                      |                              |                                   | \$ 4,956.45     |
| 190317; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                              |                                   |                 |
|                                                            | 490           | VIRTUAL PROJECT MANAGER LLC  | 12-4445        | 03/31/2025   | PUBLIC WORKS        |                     | 351-70003-201-000000 | COMPUTER SOFTWARE            | System Managment for Eng Projects | \$ 15,000.00    |
| CHECK TOTAL FOR CHECK NUMBER 190317                        |               |                              |                |              |                     |                     |                      |                              |                                   | \$ 15,000.00    |
| 190318; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                              |                                   |                 |
|                                                            | 543           | PLOTBOX INC                  | INV5237        | 04/08/2025   | TECH & LOGISTICS    |                     | 100-57030-170-000000 | SOFTWARE MAINTENANCE         | plotbox renewal                   | \$ 4,800.00     |
| CHECK TOTAL FOR CHECK NUMBER 190318                        |               |                              |                |              |                     |                     |                      |                              |                                   | \$ 4,800.00     |
| 190319; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                              |                                   |                 |
|                                                            | 575           | INDEPENDENT SALT             | 0192358-IN     | 03/31/2025   | PUB WRKS-PO         |                     | 100-13003-000-000000 | INVENTORY-ROAD SALT          | 2025 Road Salt                    | \$ 20,837.60    |
| CHECK TOTAL FOR CHECK NUMBER 190319                        |               |                              |                |              |                     |                     |                      |                              |                                   | \$ 20,837.60    |
| 190320; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                              |                                   |                 |
|                                                            | 611           | KC SMARTPORT                 | 0177864        | 02/01/2025   | ECO/DEVO SLS TX-PO  |                     | 354-55047-110-000000 | PARTNERSHIP-COMMUNITY GROWTH | Annual Membership                 | \$ 3,500.00     |
| CHECK TOTAL FOR CHECK NUMBER 190320                        |               |                              |                |              |                     |                     |                      |                              |                                   | \$ 3,500.00     |
| 190321; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                              |                                   |                 |
| 2025 City-Wide HVAC Maintenance                            | 669           | MYRICK MECHANICAL            | 2725           | 04/15/2025   | PARKS & REC-PO      |                     | 100-57019-160-000000 | BUILDING MAINTENANCE         | 2025 City-Wide HVAC Maintenance   | \$ 263.00       |
| CHECK TOTAL FOR CHECK NUMBER 190321                        |               |                              |                |              |                     |                     |                      |                              |                                   | \$ 263.00       |

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|------------------------------------------------------------|---------------|------------------------------|----------------|--------------|---------------------|---------------------|----------------------|----------------------------|---------------------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                      |                            |                                                         |                 |
| 190322; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                            |                                                         |                 |
|                                                            | 728           | CHERRYROAD MEDIA INC         | MARCH 2025     | 03/31/2025   | FINANCE             |                     | 100-53000-130-000000 | GENERAL SUPPLIES           | Fin Subscript Mar 2025                                  | \$ 51.00        |
| CHECK TOTAL FOR CHECK NUMBER 190322                        |               |                              |                |              |                     |                     |                      |                            |                                                         | \$ 51.00        |
| 190323; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                            |                                                         |                 |
|                                                            | 762           | SUPERIOR-BOWEN ASPHALT       | 51663          | 04/09/2025   | PUBLIC WORKS        |                     | 351-57032-201-000000 | GRAVEL/ROCK-STREET REPAIRS | ST Rock                                                 | \$ 130.00       |
|                                                            | 762           | SUPERIOR-BOWEN ASPHALT       | 51682          | 04/10/2025   | PUBLIC WORKS        |                     | 351-57032-201-000000 | GRAVEL/ROCK-STREET REPAIRS | ST Rock                                                 | \$ 137.80       |
| CHECK TOTAL FOR CHECK NUMBER 190323                        |               |                              |                |              |                     |                     |                      |                            |                                                         | \$ 267.80       |
| 190324; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                            |                                                         |                 |
|                                                            | 781           | TEKLAB, INC.                 | 324783         | 04/16/2025   | UTILITIES           |                     | 591-55020-902-000000 | LAB FEES                   | WWTP - Lab Fees                                         | \$ 674.50       |
| CHECK TOTAL FOR CHECK NUMBER 190324                        |               |                              |                |              |                     |                     |                      |                            |                                                         | \$ 674.50       |
| 190325; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                            |                                                         |                 |
|                                                            | 785           | STEPHANIE SMITH              | 4/27-4/30/2025 | 03/24/2025   | FINANCE             |                     | 100-54000-501-000000 | TRAINING TRAVEL            | CentralSquare Conf                                      | \$ 196.00       |
| CHECK TOTAL FOR CHECK NUMBER 190325                        |               |                              |                |              |                     |                     |                      |                            |                                                         | \$ 196.00       |
| 190326; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                            |                                                         |                 |
|                                                            | 793           | THE INDEPENDENT MAGAZINE     | 7754           | 04/14/2025   | TRANSIENT GUEST TAX |                     | 244-53026-119-000000 | MAKE MUSIC DAY-SUPPLIES    | Ad with the Independent Magazine for Make Music Liberty | \$ 200.00       |
| CHECK TOTAL FOR CHECK NUMBER 190326                        |               |                              |                |              |                     |                     |                      |                            |                                                         | \$ 200.00       |
| 190327; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                            |                                                         |                 |
|                                                            | 805           | EMS MANAGEMENT & CONSULTANTS | EMS-014575     | 03/31/2025   | NONE                |                     | 100-55041-160-000000 | CONTRACT LABOR             | AMB BILLING CHARGES-MARCH                               | \$ 11,722.32    |
| CHECK TOTAL FOR CHECK NUMBER 190327                        |               |                              |                |              |                     |                     |                      |                            |                                                         | \$ 11,722.32    |

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City of Liberty  
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| 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 |               |                                |                |              |                     |                     |                      |                                |                        |                 |
| 190328; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                                |                        |                 |
|                                                            | 875           | STRICKLAND BROTHERS 10 MIN OIL | 00589-20430    | 04/11/2025   | POLICE              |                     | 100-57009-501-000000 | VEHICLE MAINTENANCE            | 201 Oil Change         | \$ 46.98        |
|                                                            | 875           | STRICKLAND BROTHERS 10 MIN OIL | 00589-20521    | 04/14/2025   | POLICE              |                     | 100-57009-501-000000 | VEHICLE MAINTENANCE            | 207 Oil Change         | \$ 75.97        |
| CHECK TOTAL FOR CHECK NUMBER 190328                        |               |                                |                |              |                     |                     |                      |                                |                        | \$ 122.95       |
| 190329; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                                |                        |                 |
|                                                            | 885           | COURTNEY RIDGE RDF LANDFILL    | 4138-000032035 | 04/15/2025   | UTILITIES-PO        |                     | 591-55026-902-000000 | FEES-LIME SLUDGE DISPOSAL      | Courtney Ridge         | \$ 15,388.71    |
| CHECK TOTAL FOR CHECK NUMBER 190329                        |               |                                |                |              |                     |                     |                      |                                |                        | \$ 15,388.71    |
| 190330; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                                |                        |                 |
|                                                            | 896           | BUSINESS COMMUNICATIONS, INC   | 199737         | 04/08/2025   | TECH & LOGISTICS    |                     | 100-60004-170-000000 | MINOR COMPUTER EQUIPMENT       | fortitokens - mobile   | \$ 4,843.39     |
| CHECK TOTAL FOR CHECK NUMBER 190330                        |               |                                |                |              |                     |                     |                      |                                |                        | \$ 4,843.39     |
| 190331; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                                |                        |                 |
|                                                            | 915           | FIBER PLATFORM, LLC            | SI-25-013274   | 04/01/2025   | IT-CONTRACT         |                     | 100-56008-170-000000 | TELECOMMUNICATIO<br>N CIRCUITS | segra - upn fiber      | \$ 7,682.00     |
| CHECK TOTAL FOR CHECK NUMBER 190331                        |               |                                |                |              |                     |                     |                      |                                |                        | \$ 7,682.00     |
| 190332; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                                |                        |                 |
|                                                            | 964           | J D HOFFMAN ENTERPRISES LLC    | 8291673        | 04/11/2025   | PARKS & RECREATION  |                     | 461-53005-451-000000 | CONCESSION SUPPLIES            | Chick-Fil-A Sandwiches | \$ 900.00       |
| CHECK TOTAL FOR CHECK NUMBER 190332                        |               |                                |                |              |                     |                     |                      |                                |                        | \$ 900.00       |
| 190333; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                                |                        |                 |
|                                                            | 964           | J D HOFFMAN ENTERPRISES LLC    | 8291697        | 04/12/2025   | PARKS & RECREATION  |                     | 461-53005-451-000000 | CONCESSION SUPPLIES            | Chick-Fil-A Sandwiches | \$ 675.00       |
| CHECK TOTAL FOR CHECK NUMBER 190333                        |               |                                |                |              |                     |                     |                      |                                |                        | \$ 675.00       |

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------------|------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                           |                        |                 |
| 190334; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                        |                 |
|                                                            | 964           | J D HOFFMAN ENTERPRISES LLC    | 8291788        | 04/12/2025   | PARKS & RECREATION  |                     | 461-53005-451-000000 | CONCESSION SUPPLIES       | Chick-Fil-A Sandwiches | \$ 675.00       |
| CHECK TOTAL FOR CHECK NUMBER 190334                        |               |                                |                |              |                     |                     |                      |                           |                        | \$ 675.00       |
| 190335; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                        |                 |
|                                                            | 964           | J D HOFFMAN ENTERPRISES LLC    | 8304290        | 04/11/2025   | PARKS & RECREATION  |                     | 461-53005-451-000000 | CONCESSION SUPPLIES       | Chick-Fil-A Sandwiches | \$ 180.00       |
| CHECK TOTAL FOR CHECK NUMBER 190335                        |               |                                |                |              |                     |                     |                      |                           |                        | \$ 180.00       |
| 190336; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                        |                 |
|                                                            | 968           | ANTHONY M. KAGAY               | 00154          | 03/22/2025   | COURT               |                     | 100-55041-116-000000 | CONTRACT LABOR            | HOWARD                 | \$ 250.00       |
| CHECK TOTAL FOR CHECK NUMBER 190336                        |               |                                |                |              |                     |                     |                      |                           |                        | \$ 250.00       |
| 190337; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                        |                 |
|                                                            | 972           | SEAL-O-MATIC PAVEMENT SOLUTION | 25094-2        | 04/15/2025   | UTILITIES           |                     | 590-57004-801-000000 | MAINS & LINES MAINTENANCE | Lincoln St Pavement    | \$ 1,071.00     |
| CHECK TOTAL FOR CHECK NUMBER 190337                        |               |                                |                |              |                     |                     |                      |                           |                        | \$ 1,071.00     |
| 190338; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                        |                 |
|                                                            | 2210          | HACH INC                       | 14436870       | 04/01/2025   | UTILITIES-PO        |                     | 590-55041-802-000000 | CONTRACT LABOR            | Hach Service Agreement | \$ 15,562.00    |
| CHECK TOTAL FOR CHECK NUMBER 190338                        |               |                                |                |              |                     |                     |                      |                           |                        | \$ 15,562.00    |
| 190339; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                        |                 |
|                                                            | 2300          | BOUND TREE MEDICAL LLC         | 85724878       | 04/07/2025   | FIRE                |                     | 100-53001-302-000000 | MEDICAL SUPPLIES          | Fire medical supplies  | \$ 401.37       |
|                                                            | 2300          | BOUND TREE MEDICAL LLC         | 8572877        | 04/07/2025   | FIRE                |                     | 100-53001-302-000000 | MEDICAL SUPPLIES          | Fire medical supplies  | \$ 1,031.70     |
| CHECK TOTAL FOR CHECK NUMBER 190339                        |               |                                |                |              |                     |                     |                      |                           |                        | \$ 1,433.07     |

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|------------------------------------------------------------|---------------|----------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|---------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                            |                |              |                     |                     |                      |                              |                                       |                 |
| 190340; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                              |                                       |                 |
|                                                            | 2759          | PUBLIC WATER DIST #5       | 2/8-3/8/25     | 03/24/2025   | FINANCE             |                     | 591-57005-902-000000 | WATER PLANT MAINTENANCE      | Water Service                         | \$ 40.00        |
|                                                            | 2759          | PUBLIC WATER DIST #5       | 2/8 - 3/8/25   | 03/24/2025   | FINANCE             |                     | 590-55036-802-000000 | WATER PURCHASES-KANSAS CITY  | Water Service                         | \$ 99.40        |
| CHECK TOTAL FOR CHECK NUMBER 190340                        |               |                            |                |              |                     |                     |                      |                              |                                       | \$ 139.40       |
| 190341; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                              |                                       |                 |
|                                                            | 2767          | K C WINWATER WORKS CO      | 341137-01      | 04/09/2025   | UTILITIES           |                     | 591-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Parts - #514,#503,#511,#492 | \$ 319.00       |
|                                                            | 2767          | K C WINWATER WORKS CO      | 342339-01      | 04/10/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT        | Mississippi St Project                | \$ 800.00       |
|                                                            | 2767          | K C WINWATER WORKS CO      | 342545-01      | 04/09/2025   | UTILITIES           |                     | 590-57004-801-000000 | MAINS & LINES MAINTENANCE    | Misc Inventory                        | \$ 1,077.40     |
|                                                            | 2767          | K C WINWATER WORKS CO      | 342545-01      | 04/09/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Parts - #144,#126,#306,#291 | \$ 3,447.00     |
|                                                            | 2767          | K C WINWATER WORKS CO      | 342644-01      | 04/10/2025   | UTILITIES           |                     | 590-57006-802-000000 | WELLFIELD MAINTENANCE        | WTP - Parts                           | \$ 4,500.00     |
| CHECK TOTAL FOR CHECK NUMBER 190341                        |               |                            |                |              |                     |                     |                      |                              |                                       | \$ 10,143.40    |
| 190342; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                              |                                       |                 |
|                                                            | 2958          | ROADBUILDERS MACHINERY INC | S73204         | 04/09/2025   | UTILITIES           |                     | 591-57018-901-000000 | MISC EQUIPMENT MAINT         | Track Loader Repair                   | \$ 870.24       |
|                                                            | 2958          | ROADBUILDERS MACHINERY INC | S73204         | 04/09/2025   | UTILITIES           |                     | 591-57009-902-000000 | VEHICLE MAINTENANCE          | Track Loader Repair                   | \$ 870.25       |
|                                                            | 2958          | ROADBUILDERS MACHINERY INC | S73204         | 04/09/2025   | UTILITIES           |                     | 590-57018-801-000000 | MISC EQUIPMENT MAINT         | Track Loader Repair                   | \$ 870.25       |
| CHECK TOTAL FOR CHECK NUMBER 190342                        |               |                            |                |              |                     |                     |                      |                              |                                       | \$ 2,610.74     |
| 190343; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                              |                                       |                 |
|                                                            | 3552          | K C MO WATER SERVICES      | KC MAR-25      | 04/03/2025   | FINANCE             |                     | 591-55040-902-000000 | SEWAGE TREATMENT SERVICES    | Sewer Chgs for Liberty Nth            | \$ 5,990.32     |
| CHECK TOTAL FOR CHECK NUMBER 190343                        |               |                            |                |              |                     |                     |                      |                              |                                       | \$ 5,990.32     |

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|------------------------------------------------------------|---------------|--------------------------------|-----------------|--------------|---------------------|---------------------|----------------------|----------------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                 |              |                     |                     |                      |                            |                       |                 |
| 190344; 04/18/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                      |                            |                       |                 |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC      | 583071          | 04/11/2025   | FIRE                |                     | 100-59015-301-000000 | PROTECTIVE CLOTHING        | Helmet Liners         | \$ 436.17       |
| CHECK TOTAL FOR CHECK NUMBER 190344                        |               |                                |                 |              |                     |                     |                      |                            |                       | \$ 436.17       |
| 190345; 04/18/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                      |                            |                       |                 |
|                                                            | 4146          | CONTROL PRINTING GROUP         | 892035          | 03/31/2025   | FINANCE             |                     | 590-53032-131-000000 | OUTSIDE PRINTING           | Utility service forms | \$ 58.03        |
|                                                            | 4146          | CONTROL PRINTING GROUP         | 892035          | 03/31/2025   | FINANCE             |                     | 595-53032-131-000000 | OUTSIDE PRINTING           | Utility service forms | \$ 58.04        |
|                                                            | 4146          | CONTROL PRINTING GROUP         | 892035          | 03/31/2025   | FINANCE             |                     | 591-53032-131-000000 | OUTSIDE PRINTING           | Utility service forms | \$ 58.04        |
| CHECK TOTAL FOR CHECK NUMBER 190345                        |               |                                |                 |              |                     |                     |                      |                            |                       | \$ 174.11       |
| 190346; 04/18/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                      |                            |                       |                 |
|                                                            | 4185          | METROPOLITAN COMMUNITY COLLEGE | PSI022525LPD    | 02/25/2025   | POLICE              |                     | 243-54004-501-000000 | TRAINING COSTS             | Snider Academy        | \$ 6,322.92     |
| CHECK TOTAL FOR CHECK NUMBER 190346                        |               |                                |                 |              |                     |                     |                      |                            |                       | \$ 6,322.92     |
| 190347; 04/18/2025; Outstanding; null                      |               |                                |                 |              |                     |                     |                      |                            |                       |                 |
| Split across accounts according to the attached breakdown  | 4364          | CHARTER COMMUNICATIONS         | 219601401040125 | 04/01/2025   | TECH & LOGISTICS    |                     | 465-55044-420-000000 | MISCELLANEOUS FEES         | CC Video Service      | \$ 1,005.05     |
| Split across accounts according to the attached breakdown  | 4364          | CHARTER COMMUNICATIONS         | 219601401040125 | 04/01/2025   | TECH & LOGISTICS    |                     | 100-56008-170-000000 | TELECOMMUNICATION CIRCUITS | spectrum SIP          | \$ 1,205.96     |
| CHECK TOTAL FOR CHECK NUMBER 190347                        |               |                                |                 |              |                     |                     |                      |                            |                       | \$ 2,211.01     |

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|------------------------------------------------------------|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|----------------------------|------------------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                      |                            |                                                      |                 |
| 190348; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                            |                                                      |                 |
|                                                            | 4528          | HISTORIC DOWNTOWN LIBERTY INC | 032025         | 04/02/2025   | TRANSIENT GUEST TAX |                     | 244-55028-119-000000 | ADVERTISING                | Reimbursement for Marketing and Advertising Expenses | \$ 729.12       |
|                                                            | 4528          | HISTORIC DOWNTOWN LIBERTY INC | 032025         | 04/02/2025   | TRANSIENT GUEST TAX |                     | 244-59018-119-000000 | HDLI CONTRACT              | Reimbursement for "Fun Money" Coupon Program         | \$ 1,007.33     |
| CHECK TOTAL FOR CHECK NUMBER 190348                        |               |                               |                |              |                     |                     |                      |                            |                                                      | \$ 1,736.45     |
| 190349; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                            |                                                      |                 |
|                                                            | 4537          | FRATERNAL ORDER OF POLICE     | 4.2025         | 04/17/2025   | FINANCE             |                     | 100-21021-000-000000 | UNION DUES PAYABLE-POLICE  | April Payroll Deductions                             | \$ 1,943.00     |
| CHECK TOTAL FOR CHECK NUMBER 190349                        |               |                               |                |              |                     |                     |                      |                            |                                                      | \$ 1,943.00     |
| 190350; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                            |                                                      |                 |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30202          | 03/31/2025   | PUBLIC WORKS        |                     | 351-57032-201-000000 | GRAVEL/ROCK-STREET REPAIRS | ST Rock                                              | \$ 1,557.78     |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30216          | 03/31/2025   | UTILITIES           |                     | 591-57004-901-000000 | MAINS & LINES MAINTENANCE  | Rock - Stockpile                                     | \$ 421.48       |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30216          | 03/31/2025   | UTILITIES           |                     | 590-57004-801-000000 | MAINS & LINES MAINTENANCE  | Rock - Stockpile                                     | \$ 421.48       |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30353          | 04/06/2025   | UTILITIES           |                     | 591-57004-901-000000 | MAINS & LINES MAINTENANCE  | Rock - Stockpile                                     | \$ 491.24       |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30353          | 04/06/2025   | UTILITIES           |                     | 590-57004-801-000000 | MAINS & LINES MAINTENANCE  | Rock - Stockpile                                     | \$ 491.25       |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30353          | 04/06/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT      | Rock - Mississippi St Project                        | \$ 706.71       |
|                                                            | 4693          | LIBERTY AGGREGATES LLC        | 30216          | 03/31/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT      | Rock - Mississippi St Project                        | \$ 1,632.99     |
| CHECK TOTAL FOR CHECK NUMBER 190350                        |               |                               |                |              |                     |                     |                      |                            |                                                      | \$ 5,722.93     |

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|------------------------------------------------------------|---------------|-----------------------------|----------------|--------------|---------------------|---------------------|--------------------------|---------------------|--------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                             |                |              |                     |                     |                          |                     |                                            |                 |
| 190351; 04/18/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                          |                     |                                            |                 |
|                                                            | 4731          | DEVELOPMENT INITIATIVES INC | 2025-1152      | 03/11/2025   | ECO/DEVO SLS TX-PO  |                     | 354-55018-110-00000<br>0 | OTHER MISC FEES     | Payment for completed blight study for 353 | \$ 9,750.00     |
| CHECK TOTAL FOR CHECK NUMBER 190351                        |               |                             |                |              |                     |                     |                          |                     |                                            | \$ 9,750.00     |
| 190352; 04/18/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                          |                     |                                            |                 |
|                                                            | 4763          | PRINTING UNLIMITED          | 72380          | 04/04/2025   | TRANSIENT GUEST TAX |                     | 100-53032-113-00000<br>0 | OUTSIDE PRINTING    | Utility Bill Insert for March 2025         | \$ 671.00       |
| CHECK TOTAL FOR CHECK NUMBER 190352                        |               |                             |                |              |                     |                     |                          |                     |                                            | \$ 671.00       |

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|------------------------------------------------------------|---------------|------------------------------|----------------|--------------|---------------------|---------------------|---------------------|---------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                     |                     |                       |                 |
| 190353; 04/18/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                     |                     |                       |                 |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23415          | 04/10/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Feline Neuter         | \$ 45.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23417          | 04/10/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Feline Spay           | \$ 45.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23465          | 04/10/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter         | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23470          | 04/10/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter         | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23463          | 04/11/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter         | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23478          | 04/11/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter         | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23436          | 04/14/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter         | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23475          | 04/14/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter         | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23464          | 04/10/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Spay           | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23466          | 04/10/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Spay           | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23472          | 04/10/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Spay           | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23444          | 04/14/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Spay           | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23471          | 04/14/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | Canine Spay           | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 518472         | 04/14/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES | vet services          | \$ 72.05        |
| CHECK TOTAL FOR CHECK NUMBER 190353                        |               |                              |                |              |                     |                     |                     |                     |                       | \$ 877.05       |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                           |                                |                 |
| 190354; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                                |                 |
|                                                            | 4908          | AMERICAN DIGITAL SECURITY LLC  | INV0039212     | 04/01/2025   | ANIMAL CONTROL      |                     | 100-57015-165-00000  | FACILITIES SECURITY MAINT | monthly monitoring             | \$ 48.95        |
| CHECK TOTAL FOR CHECK NUMBER 190354                        |               |                                |                |              |                     |                     |                      |                           |                                | \$ 48.95        |
| 190355; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                                |                 |
|                                                            | 4954          | TAXPAYERS UNLIMITED INC        | 4.2025         | 04/17/2025   | FINANCE             |                     | 100-21020-000-00000  | UNION DUES PAYABLE - FIRE | Payroll Deduction April        | \$ 18.00        |
| CHECK TOTAL FOR CHECK NUMBER 190355                        |               |                                |                |              |                     |                     |                      |                           |                                | \$ 18.00        |
| 190356; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                                |                 |
|                                                            | 5223          | CITY TREASURER                 | 2025-04        | 04/14/2025   | MULTI               |                     | 351-57013-201-000000 | RADIO MAINTENANCE         | Mar PW 56 x 18.47              | \$ 1,034.32     |
|                                                            | 5223          | CITY TREASURER                 | 2025-04        | 04/14/2025   | MULTI               |                     | 100-57013-301-000000 | RADIO MAINTENANCE         | Mar FD 64 x 18.47              | \$ 1,182.08     |
|                                                            | 5223          | CITY TREASURER                 | 2025-04        | 04/14/2025   | MULTI               |                     | 100-57013-501-000000 | RADIO MAINTENANCE         | Mar PD 74 x 18.47              | \$ 1,366.78     |
| CHECK TOTAL FOR CHECK NUMBER 190356                        |               |                                |                |              |                     |                     |                      |                           |                                | \$ 3,583.18     |
| 190357; 04/18/2025; Cleared; 04/18/2025                    |               |                                |                |              |                     |                     |                      |                           |                                |                 |
|                                                            | 5245          | BANC OF AMERICA LEASING        | R53573         | 03/20/2025   | NONE                |                     | 351-80015-201-LPA24  | LEASE INTEREST            | interest pymt                  | \$ 5,840.31     |
|                                                            | 5245          | BANC OF AMERICA LEASING        | R53573         | 03/20/2025   | NONE                |                     | 356-80015-305-LPA24  | LEASE INTEREST            | interest pymt                  | \$ 25,158.25    |
|                                                            | 5245          | BANC OF AMERICA LEASING        | R53573         | 03/20/2025   | NONE                |                     | 351-80006-201-LPA24  | LEASE PRINCIPAL           | Principal pymt                 | \$ 35,000.00    |
|                                                            | 5245          | BANC OF AMERICA LEASING        | R53573         | 03/20/2025   | NONE                |                     | 356-80006-305-LPA24  | LEASE PRINCIPAL           | Principal pymt                 | \$ 155,000.00   |
| CHECK TOTAL FOR CHECK NUMBER 190357                        |               |                                |                |              |                     |                     |                      |                           |                                | \$ 220,998.56   |
| 190358; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                                |                 |
|                                                            | 5391          | KANSAS CITY INDUSTRIAL CONTROL | 25-244         | 03/19/2025   | UTILITIES           |                     | 591-57005-902-00000  | WATER PLANT MAINTENANCE   | WWTP - Analog Card Replacement | \$ 2,634.57     |
| CHECK TOTAL FOR CHECK NUMBER 190358                        |               |                                |                |              |                     |                     |                      |                           |                                | \$ 2,634.57     |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                     |                                  |                 |
| 190359; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                                  |                 |
|                                                            | 5394          | GALL'S INC                     | 030980991      | 04/08/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms                    | \$ 33.53        |
|                                                            | 5394          | GALL'S INC                     | 030945060      | 04/03/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms                    | \$ 45.72        |
|                                                            | 5394          | GALL'S INC                     | 030994109      | 04/09/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms                    | \$ 63.36        |
|                                                            | 5394          | GALL'S INC                     | 030957287      | 04/04/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms                    | \$ 150.36       |
|                                                            | 5394          | GALL'S INC                     | 030867164      | 03/27/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | Clark Class A Shirt              | \$ 81.99        |
|                                                            | 5394          | GALL'S INC                     | 030843342      | 03/25/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | Sutton Class A Shirt             | \$ 100.44       |
|                                                            | 5394          | GALL'S INC                     | 030802003      | 03/20/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | Spurlock Class A Shirt           | \$ 133.18       |
|                                                            | 5394          | GALL'S INC                     | 030915026      | 04/01/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | McDermott Boots                  | \$ 209.95       |
| CHECK TOTAL FOR CHECK NUMBER 190359                        |               |                                |                |              |                     |                     |                      |                     |                                  | \$ 818.53       |
| 190360; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                                  |                 |
|                                                            | 5482          | ALTERATIONS & CUSTOM SEWING ST | 6200           | 04/08/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES   | Maynard Class A                  | \$ 181.48       |
| CHECK TOTAL FOR CHECK NUMBER 190360                        |               |                                |                |              |                     |                     |                      |                     |                                  | \$ 181.48       |
| 190361; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                                  |                 |
|                                                            | 5596          | ISAAC HIDY                     | 4/13-4/16/2025 | 04/14/2025   | FINANCE             |                     | 100-54000-501-000000 | TRAINING TRAVEL     | Pol-High Risk Veh Stops Training | \$ 238.00       |
| CHECK TOTAL FOR CHECK NUMBER 190361                        |               |                                |                |              |                     |                     |                      |                     |                                  | \$ 238.00       |

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| 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 |               |                           |                |              |                     |                     |                       |                         |                                                        |                 |
| 190362; 04/18/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                       |                         |                                                        |                 |
|                                                            | 5735          | SUPERIOR ELECTRICAL CONST | 360243         | 11/14/2024   | UTILITIES           |                     | 590-57005-802-0000 00 | WATER PLANT MAINTENANCE | WTP - Troubleshoot & Repair Aeration Controls          | \$ 403.75       |
|                                                            | 5735          | SUPERIOR ELECTRICAL CONST | 360641         | 12/26/2024   | UTILITIES           |                     | 590-57005-802-0000 00 | WATER PLANT MAINTENANCE | WTP - Troubleshoot & Repair Filter Valves & Wash Water | \$ 938.75       |
|                                                            | 5735          | SUPERIOR ELECTRICAL CONST | 361620         | 03/25/2025   | UTILITIES           |                     | 590-57005-802-0000 00 | WATER PLANT MAINTENANCE | WTP - Troubleshoot & Replace Main Electrical Panel     | \$ 2,387.10     |
|                                                            | 5735          | SUPERIOR ELECTRICAL CONST | 360244         | 11/14/2024   | UTILITIES           |                     | 590-57005-802-0000 00 | WATER PLANT MAINTENANCE | WTP - Troubleshoot & Repair Well 11 Electrical         | \$ 3,783.65     |
| CHECK TOTAL FOR CHECK NUMBER 190362                        |               |                           |                |              |                     |                     |                       |                         |                                                        | \$ 7,513.25     |
| 190363; 04/18/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                       |                         |                                                        |                 |
|                                                            | 5761          | MISSISSIPPI LIME CO INC   | CD83615        | 04/09/2025   | UTILITIES-PO        |                     | 590-53009-802-0000 00 | CHEMICALS               | Hydrated Lime                                          | \$ 9,453.92     |
|                                                            | 5761          | MISSISSIPPI LIME CO INC   | CD85386        | 04/15/2025   | UTILITIES-PO        |                     | 590-53009-802-0000 00 | CHEMICALS               | Hydrated Lime                                          | \$ 9,589.41     |
| CHECK TOTAL FOR CHECK NUMBER 190363                        |               |                           |                |              |                     |                     |                       |                         |                                                        | \$ 19,043.33    |
| 190364; 04/18/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                       |                         |                                                        |                 |
|                                                            | 5837          | CHRIS YOUNG               | 4/27-4/30/25   | 04/07/2025   | FINANCE             |                     | 100-54004-300-0000 00 | TRAINING COSTS          | Fire IAFC Conf                                         | \$ 168.00       |
| CHECK TOTAL FOR CHECK NUMBER 190364                        |               |                           |                |              |                     |                     |                       |                         |                                                        | \$ 168.00       |
| 190365; 04/18/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                       |                         |                                                        |                 |
|                                                            | 5921          | FLEX MADE EASY            | LIB MAR 2025   | 03/31/2025   | FINANCE             |                     | 100-55044-140-0000 00 | MISCELLANEOUS FEES      | Flex Spending Acct Fees - Mar                          | \$ 50.00        |
| CHECK TOTAL FOR CHECK NUMBER 190365                        |               |                           |                |              |                     |                     |                       |                         |                                                        | \$ 50.00        |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                        |                      |                        |                                                    |                 |
| 190366; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                        |                      |                        |                                                    |                 |
|                                                            | 6018          | HDR ENGINEERING INC            | 1200710687     | 04/08/2025   | PUB WRKS-PO         |                        | 350-59026-160-000000 | MISCELLANEOUS EXPENSES | MASTER PLAN                                        | \$ 5,045.51     |
|                                                            | 6018          | HDR ENGINEERING INC            | 1200710687-1   | 04/08/2025   | PUB WRKS-PO         |                        | 350-59026-160-000000 | MISCELLANEOUS EXPENSES | MASTER PLAN                                        | \$ 6,534.53     |
|                                                            | 6018          | HDR ENGINEERING INC            | 1200712432     | 04/11/2025   | UTILITIES-PO        |                        | 592-70017-802-000000 | ENGINEERING DESIGN     | WTR 24"MAIN AND VAULT                              | \$ 13,808.75    |
| CHECK TOTAL FOR CHECK NUMBER 190366                        |               |                                |                |              |                     |                        |                      |                        |                                                    | \$ 25,388.79    |
| 190367; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                        |                      |                        |                                                    |                 |
|                                                            | 6030          | REJIS COMMISSION               | 552374         | 04/16/2025   | COURT               |                        | 100-55044-116-000000 | MISCELLANEOUS FEES     | LEWEB MONTHLY SUBSCRIPTION                         | \$ 32.55        |
| CHECK TOTAL FOR CHECK NUMBER 190367                        |               |                                |                |              |                     |                        |                      |                        |                                                    | \$ 32.55        |
| 190368; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                        |                      |                        |                                                    |                 |
|                                                            | 6099          | DR SPOTLESS INC                | 4-18-2025      | 04/07/2025   | POLICE              |                        | 100-57009-501-000000 | VEHICLE MAINTENANCE    | Car Wash Tokens                                    | \$ 525.00       |
| CHECK TOTAL FOR CHECK NUMBER 190368                        |               |                                |                |              |                     |                        |                      |                        |                                                    | \$ 525.00       |
| 190369; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                        |                      |                        |                                                    |                 |
|                                                            | 6120          | FOLEY EQUIPMENT CO INC         | PS400567061    | 04/09/2025   | PUBLIC WORKS        |                        | 100-57009-203-000000 | VEHICLE MAINTENANCE    | Vehicle Maintenance #757                           | \$ 491.91       |
| CHECK TOTAL FOR CHECK NUMBER 190369                        |               |                                |                |              |                     |                        |                      |                        |                                                    | \$ 491.91       |
| 190370; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                        |                      |                        |                                                    |                 |
|                                                            | 6123          | GT DISTRIBUTORS INC            | UNIV0068733    | 04/07/2025   | POLICE              |                        | 100-59014-501-000000 | CLOTHING EXPENSES      | Conner Class A                                     | \$ 136.80       |
| CHECK TOTAL FOR CHECK NUMBER 190370                        |               |                                |                |              |                     |                        |                      |                        |                                                    | \$ 136.80       |
| 190371; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                        |                      |                        |                                                    |                 |
| Mowing Week of 4.14.25                                     | 6136          | KITCHS LAWN CARE & LANDSCAPING | 2773           | 04/15/2025   | CEMETERY MNTCE-PO   | Mowing Week of 4.14.25 | 247-57024-204-000000 | MOWING CONTRACT        | Professional Mowing, Trimming, and Edging Services | \$ 2,310.00     |
| CHECK TOTAL FOR CHECK NUMBER 190371                        |               |                                |                |              |                     |                        |                      |                        |                                                    | \$ 2,310.00     |

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|------------------------------------------------------------|---------------|----------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------------|---------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                            |                |              |                     |                     |                      |                           |                                       |                 |
| 190372; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                           |                                       |                 |
|                                                            | 6202          | MADDEN MEDIA               | 2025-028650    | 03/31/2025   | TRANSIENT GUEST TAX |                     | 244-55028-119-000000 | ADVERTISING               | Google Ads for March                  | \$ 345.36       |
| CHECK TOTAL FOR CHECK NUMBER 190372                        |               |                            |                |              |                     |                     |                      |                           |                                       | \$ 345.36       |
| 190373; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                           |                                       |                 |
|                                                            | 6275          | KIMBALL MIDWEST INC 1      | 103256576      | 04/10/2025   | UTILITIES           |                     | 591-57004-901-000000 | MAINS & LINES MAINTENANCE | Misc Supplies                         | \$ 122.25       |
|                                                            | 6275          | KIMBALL MIDWEST INC 1      | 103256576      | 04/10/2025   | UTILITIES           |                     | 590-57004-801-000000 | MAINS & LINES MAINTENANCE | Misc Supplies                         | \$ 122.25       |
| CHECK TOTAL FOR CHECK NUMBER 190373                        |               |                            |                |              |                     |                     |                      |                           |                                       | \$ 244.50       |
| 190374; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                           |                                       |                 |
|                                                            | 6369          | FISH WINDOW CLEANING       | 2642-97701     | 04/10/2025   | ANIMAL CONTROL      |                     | 100-57019-165-000000 | BUILDING MAINTENANCE      | window cleaning                       | \$ 240.00       |
| CHECK TOTAL FOR CHECK NUMBER 190374                        |               |                            |                |              |                     |                     |                      |                           |                                       | \$ 240.00       |
| 190375; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                           |                                       |                 |
|                                                            | 6467          | ARC PHYSICAL THERAPY PLUS, | 040225830      | 04/02/2025   | HR & RISK MGMT      |                     | 591-54000-901-000000 | TRAINING TRAVEL           | Pre-employment POET - Kaitlin Feagins | \$ 150.00       |
|                                                            | 6467          | ARC PHYSICAL THERAPY PLUS, | 040225830      | 04/02/2025   | HR & RISK MGMT      |                     | 100-55038-501-000000 | EMPLOYMENT TESTING        | Pre-employment POET - Treven Crowley  | \$ 150.00       |
| CHECK TOTAL FOR CHECK NUMBER 190375                        |               |                            |                |              |                     |                     |                      |                           |                                       | \$ 300.00       |
| 190376; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                           |                                       |                 |
|                                                            | 6471          | JCI INDUSTRIES INC         | 8280060        | 04/10/2025   | UTILITIES           |                     | 591-57005-902-000000 | WATER PLANT MAINTENANCE   | WWTP - Pump                           | \$ 345.17       |
| CHECK TOTAL FOR CHECK NUMBER 190376                        |               |                            |                |              |                     |                     |                      |                           |                                       | \$ 345.17       |
| 190377; 04/18/2025; Outstanding; null                      |               |                            |                |              |                     |                     |                      |                           |                                       |                 |
|                                                            | 6548          | INTOXIMETERS INC           | 784749         | 04/10/2025   | POLICE              |                     | 100-60000-501-000000 | MINOR EQUIPMENT           | Repair                                | \$ 703.50       |
| CHECK TOTAL FOR CHECK NUMBER 190377                        |               |                            |                |              |                     |                     |                      |                           |                                       | \$ 703.50       |

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|------------------------------------------------------------|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                      |                              |                                    |                 |
| 190378; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                                    |                 |
|                                                            | 6857          | LORI SUTTON                   | 4/27-4/30/2025 | 03/24/2025   | FINANCE             |                     | 100-54000-501-000000 | TRAINING TRAVEL              | CentralSquare Conf                 | \$ 196.00       |
| CHECK TOTAL FOR CHECK NUMBER 190378                        |               |                               |                |              |                     |                     |                      |                              |                                    | \$ 196.00       |
| 190379; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                                    |                 |
|                                                            | 6939          | TRANSYSTEMS                   | INV-0004793478 | 03/07/2025   | PUB WRKS-PO         |                     | 352-57033-201-000000 | SIDEWALK MAINTENANCE PROGRAM | Contract for Professional Services | \$ 27,905.62    |
| CHECK TOTAL FOR CHECK NUMBER 190379                        |               |                               |                |              |                     |                     |                      |                              |                                    | \$ 27,905.62    |
| 190380; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                                    |                 |
|                                                            | 7108          | WALKER TREE SERVICE INC       | 173974         | 04/11/2025   | PUBLIC WORKS        |                     | 100-57021-203-000000 | TREE MAINTENANCE             | Tree Removal at 401 W Murray Rd    | \$ 1,990.82     |
| CHECK TOTAL FOR CHECK NUMBER 190380                        |               |                               |                |              |                     |                     |                      |                              |                                    | \$ 1,990.82     |
| 190381; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                                    |                 |
| Enhanced Membership Renewal                                | 7305          | 3CMA                          | 4560           | 03/03/2025   | ADMINISTRATI ON     |                     | 100-59013-113-000000 | MEMBERSHIP DUES              | 3CMA Enhanced Membership Renewal   | \$ 1,160.00     |
| CHECK TOTAL FOR CHECK NUMBER 190381                        |               |                               |                |              |                     |                     |                      |                              |                                    | \$ 1,160.00     |
| 190382; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                                    |                 |
| Continuing Education Units Jan-Dec                         | 8355          | CENTRAL JACKSON CO FPD        | TC25-092       | 04/08/2025   | FIRE-PO             |                     | 100-54004-303-000000 | TRAINING COSTS               | Continuing Education Units Jan-Dec | \$ 3,000.00     |
| CHECK TOTAL FOR CHECK NUMBER 190382                        |               |                               |                |              |                     |                     |                      |                              |                                    | \$ 3,000.00     |
| 190383; 04/18/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                                    |                 |
|                                                            | 8612          | MIDWEST OFFICE TECHNOLOGY INC | INST455071     | 04/08/2025   | PLANNING & DVLP     |                     | 100-53031-201-000000 | COPIER LEASE & USAGE         | Canon/IRAC5760 Lease               | \$ 62.78        |
|                                                            | 8612          | MIDWEST OFFICE TECHNOLOGY INC | INST455071     | 04/08/2025   | PLANNING & DVLP     |                     | 100-53031-150-000000 | COPIER LEASE & USAGE         | Canon/IRAC5760 Lease               | \$ 62.79        |
| CHECK TOTAL FOR CHECK NUMBER 190383                        |               |                               |                |              |                     |                     |                      |                              |                                    | \$ 125.57       |

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|--------------------|-----------------------|-----------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                    |                       |                                               |                 |
| 190384; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                       |                                               |                 |
|                                                            | 8811          | TRAINING @ YOUR PLACE LLC      | 11934          | 01/01/2025   | FINANCE             |                     | 100-57030-130-0000 | SOFTWARE MAINTENANCE  | 2025 FIN LICENSE RENEWAL                      | \$ 150.00       |
| CHECK TOTAL FOR CHECK NUMBER 190384                        |               |                                |                |              |                     |                     |                    |                       |                                               | \$ 150.00       |
| 190385; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                       |                                               |                 |
|                                                            | 8861          | FERRELL GAS                    | 1130273332     | 04/07/2025   | PUBLIC WORKS        |                     | 100-53000-203-0000 | GENERAL SUPPLIES      | ST Propane                                    | \$ 77.10        |
| CHECK TOTAL FOR CHECK NUMBER 190385                        |               |                                |                |              |                     |                     |                    |                       |                                               | \$ 77.10        |
| 190386; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                       |                                               |                 |
|                                                            | 8966          | ROAD RUNNER SAFETY SERVICES    | 00027605       | 02/15/2025   | UTILITIES           |                     | 592-70020-801-0000 | CONSTRUCTION CONTRACT | Sign Rental - Mississippi St Project          | \$ 1,253.25     |
| CHECK TOTAL FOR CHECK NUMBER 190386                        |               |                                |                |              |                     |                     |                    |                       |                                               | \$ 1,253.25     |
| 190387; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                       |                                               |                 |
|                                                            | 8968          | MATTHEW KELLOGG                | 4/27-5/1/2025  | 03/24/2025   | FINANCE             |                     | 100-54000-501-0000 | TRAINING TRAVEL       | CentralSquare Conf                            | \$ 234.00       |
| CHECK TOTAL FOR CHECK NUMBER 190387                        |               |                                |                |              |                     |                     |                    |                       |                                               | \$ 234.00       |
| 190388; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                       |                                               |                 |
|                                                            | 9175          | DAYMARK SOLUTIONS INC          | 109548         | 04/11/2025   | POLICE              |                     | 100-59014-501-0000 | CLOTHING EXPENSES     | Police ID Cards (9)                           | \$ 159.10       |
| CHECK TOTAL FOR CHECK NUMBER 190388                        |               |                                |                |              |                     |                     |                    |                       |                                               | \$ 159.10       |
| 190389; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                       |                                               |                 |
|                                                            | 999999        | Annette Reece                  | 2393482        | 04/10/2025   | PARKS & RECREATION  |                     | 461-44078-000-0000 | YOUTH SOFTBALL        | Not Playing                                   | \$ 120.00       |
| CHECK TOTAL FOR CHECK NUMBER 190389                        |               |                                |                |              |                     |                     |                    |                       |                                               | \$ 120.00       |
| 190390; 04/18/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                       |                                               |                 |
|                                                            | 999999        | Platinum Performance Plus (P3) | 2401088        | 04/16/2025   | PARKS & RECREATION  |                     | 465-44055-000-0000 | MEETING ROOM RENTAL   | Security Payment - remaining balance returned | \$ 1,555.19     |
| CHECK TOTAL FOR CHECK NUMBER 190390                        |               |                                |                |              |                     |                     |                    |                       |                                               | \$ 1,555.19     |

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|------------------------------------------------------------|---------------|----------------|--------------------|--------------|---------------------|---------------------|--------------------------|---------------------------|---------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                |                    |              |                     |                     |                          |                           |                                 |                 |
| 190391; 04/18/2025; Outstanding; null                      |               |                |                    |              |                     |                     |                          |                           |                                 |                 |
|                                                            | 999999        | Samuel Smith   | LTD REFUND         | 03/31/2025   | FINANCE             |                     | 100-21014-000-0000<br>00 | LONG TERM INS-SUN<br>LIFE | Refund LTD Prem<br>March Credit | \$ 2.79         |
| CHECK TOTAL FOR CHECK NUMBER 190391                        |               |                |                    |              |                     |                     |                          |                           |                                 | \$ 2.79         |
| 190392; 04/18/2025; Outstanding; null                      |               |                |                    |              |                     |                     |                          |                           |                                 |                 |
|                                                            | 999999        | Bailey Carroll | LTD REFUND<br>CARR | 03/31/2025   | FINANCE             |                     | 100-21014-000-0000<br>00 | LONG TERM INS-SUN<br>LIFE | Refund LTD Prem<br>March Credit | \$ 14.50        |
| CHECK TOTAL FOR CHECK NUMBER 190392                        |               |                |                    |              |                     |                     |                          |                           |                                 | \$ 14.50        |
| 190393; 04/18/2025; Outstanding; null                      |               |                |                    |              |                     |                     |                          |                           |                                 |                 |
|                                                            | 999999        | James Cox      | LTD REFUND<br>COX  | 03/31/2025   | FINANCE             |                     | 100-21014-000-0000<br>00 | LONG TERM INS-SUN<br>LIFE | Refund LTD Prem<br>March Credit | \$ 1.87         |
| CHECK TOTAL FOR CHECK NUMBER 190393                        |               |                |                    |              |                     |                     |                          |                           |                                 | \$ 1.87         |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                    |              |                     |                     |                          |                     |                                                             |                 |
| 190394; 04/18/2025; Outstanding; null                      |               |                               |                    |              |                     |                     |                          |                     |                                                             |                 |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 100-54000-501-0000<br>00 | TRAINING TRAVEL     | Returned Cash<br>Brandon Schmiedeke                         | \$ (135.00)     |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 460-54003-400-0000<br>00 | MEALS PER DIEM      | B Johnston MPRA<br>State Conf                               | \$ 40.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 460-54003-400-0000<br>00 | MEALS PER DIEM      | BJ Staab MPRA State<br>Conf                                 | \$ 40.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 460-54003-400-0000<br>00 | MEALS PER DIEM      | E Brant MPRA State<br>Conf                                  | \$ 40.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 460-54003-400-0000<br>00 | MEALS PER DIEM      | J Gibbs MPRA State<br>Conf                                  | \$ 40.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 460-54003-400-0000<br>00 | MEALS PER DIEM      | P Ruf MPRA State<br>Conf                                    | \$ 40.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 460-54003-400-0000<br>00 | MEALS PER DIEM      | T Connor MPRA State<br>Conf                                 | \$ 40.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 100-54004-300-0000<br>00 | TRAINING COSTS      | C Young KC Arson<br>Task Force                              | \$ 44.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 100-54004-303-0000<br>00 | TRAINING COSTS      | P VanNess KC Arson<br>Task Force                            | \$ 44.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 100-54004-303-0000<br>00 | TRAINING COSTS      | S Epperson KC Arson<br>Task Force                           | \$ 44.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 244-54001-113-00000<br>0 | REGISTRATION FEES   | Visit KC Annual Reg<br>Fee - B Geiger                       | \$ 75.00        |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 100-54004-300-0000<br>00 | TRAINING COSTS      | C Young 1st Resp<br>Basic Drone Flight<br>School            | \$ 121.00       |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 100-54004-303-0000<br>00 | TRAINING COSTS      | D Paddack 1st Resp<br>Drone Flight School                   | \$ 121.00       |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 100-54004-303-0000<br>00 | TRAINING COSTS      | J Whitteck 1st Resp<br>Basic Drone Flight<br>School         | \$ 121.00       |
|                                                            | 204           | CITY OF LIBERTY<br>PETTY CASH | FINANCE4182<br>025 | 04/18/2025   | FINANCE             |                     | 244-55028-119-0000<br>00 | ADVERTISING         | 20 Bittersweet Soaps<br>for Influencer<br>Giveaway B Geiger | \$ 135.00       |

\*\*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 |               |                          |                |              |                     |                     |                     |                     |                                              |                 |
| 190394; 04/18/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                     |                                              |                 |
| CHECK TOTAL FOR CHECK NUMBER 190394                        |               |                          |                |              |                     |                     |                     |                     |                                              | \$ 810.00       |
| 190395; 04/18/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                     |                                              |                 |
|                                                            | 639           | LISA SHANNON             | 011            | 04/14/2025   | COURT               |                     | 100-55041-116-00000 | CONTRACT LABOR      | APRIL INVOICE                                | \$ 185.00       |
| CHECK TOTAL FOR CHECK NUMBER 190395                        |               |                          |                |              |                     |                     |                     |                     |                                              | \$ 185.00       |
| 190396; 04/18/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                     |                                              |                 |
|                                                            | 939           | TYLER HOBBS              | 4/27-5/2/2025  | 03/03/2025   | FINANCE             |                     | 100-54004-303-0000  | TRAINING COSTS      | Fire Investigator class                      | \$ 590.02       |
| CHECK TOTAL FOR CHECK NUMBER 190396                        |               |                          |                |              |                     |                     |                     |                     |                                              | \$ 590.02       |
| 190397; 04/18/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                     |                                              |                 |
|                                                            | 5518          | GREGORY R ARNOLD         | 4-18-2025      | 04/15/2025   | POLICE              |                     | 100-55041-501-0000  | CONTRACT LABOR      | Payroll 4-18-25 (3/15 to 3/28, 3/29 to 4/11) | \$ 2,245.23     |
| CHECK TOTAL FOR CHECK NUMBER 190397                        |               |                          |                |              |                     |                     |                     |                     |                                              | \$ 2,245.23     |
| 190398; 04/18/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                     |                                              |                 |
|                                                            | 6207          | KRISTAN SMITHMIER        | 4-18-2025      | 04/15/2025   | POLICE              |                     | 100-55041-501-0000  | CONTRACT LABOR      | Payroll 4-18-25 (3/15 to 3/28, 3/29 to 4/11) | \$ 1,976.57     |
| CHECK TOTAL FOR CHECK NUMBER 190398                        |               |                          |                |              |                     |                     |                     |                     |                                              | \$ 1,976.57     |
| 190399; 04/18/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                     |                     |                                              |                 |
| 2025 Youth and Adult Officiating Services                  | 9209          | LIBERTY SPORTS OFFICIALS | SPRING 12-1015 | 04/09/2025   | PARKS & REC-PO      |                     | 461-55041-451-00000 | CONTRACT LABOR      | 2025 sports official services                | \$ 635.00       |
| CHECK TOTAL FOR CHECK NUMBER 190399                        |               |                          |                |              |                     |                     |                     |                     |                                              | \$ 635.00       |
| Grand Total:                                               |               |                          |                |              |                     |                     |                     |                     |                                              | \$ 559,029.56   |

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



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-124

**Department:** Parks & Recreation

**Submitted By:** Jimmy Gibbs, Assistant  
Parks and Recreation Director

**Subject:** Ordinance approving a guaranteed pricing agreement with TaylorMade, Co. for the purchase and installation of new rubber playground safety surfacing at Westboro/Canterbury Park playgrounds in an amount not to exceed \$73,693.18

**Summary:**

- The City of Liberty Parks and Recreation Master Plan (Goal 3, Objective 3.4) recommends making all parks inclusive and accessible.
- The Westboro/Canterbury Park Playground surface is scheduled to be replaced in the summer of 2025 to remove the wood fiber and replace it with a synthetic rubber.
- These projects are included in the Parks and Recreation Department FY2025 operations budget for equipment replacement.
- Staff utilized The Purchasing Cooperative at Greenbush to procure pricing for the new playground synthetic turf safety surfaces.
- Staff recommends the approval of an agreement with TaylorMade Co. for the purchase and installation of rubber safety surfacing at Westboro Canterbury Park amount of \$73,693.18.
- Staff applied for and were awarded a \$40,000 reimbursement grant from the Missouri Department of Natural Resources Scrap Tire Surface Material Grants program to assist with the funding for the Westboro Playground Safety Surface.
- The Liberty Parks and Recreation Foundation raised funds as part of their 2024 Annual Campaign for an inclusive playground surface. The Foundation will reimburse the Parks and Rec Department \$31,329.72 for the Canterbury safety surface. The total cost out of the Parks and Rec Operations budget is \$2,363.46.

**Background:**

Westboro Playground Safety Surface: \$42,363.46

Canterbury Playground Safety Surface: \$31,329.72

The Parks and Recreation Department continually reviews the playground inventory within the park system, evaluating and prioritizing replacement and repair needs. During the FY2025 budget development process, the Westboro safety surfacing was identified as the highest priority to be replaced as part of the Parks operations budget.

Staff applied for a Missouri Department of Natural Resources (MODNR) Scrap Tire Surface Material Grant to help cover part of the cost of replacing the safety surface of the Westboro playgrounds. The City was notified in the Fall of 2024 that \$40,000 would be awarded and available in 2025. This is a reimbursement grant, so \$40,000 of the \$42,363.46 safety surface expense will be reimbursed by the MODNR when the project

is complete. The remaining balance of \$2,363.46 was included in the 2025 Parks Operations budget.

The Liberty Parks Foundation selected the Canterbury playground for replacement of the wood fiber safety surface to match the Westboro playground. As part of this project, the Foundation will reimburse the City for the cost of the second playground to receive rubber safety surfacing in the amount of \$31,329.72.

Staff recommends the approval of an agreement with Taylormade Co. for the purchase and installation of rubber safety surfacing utilizing the Greenbush Coop pricing agreement for a combined amount of \$73,693.18 for both projects. The Liberty Parks and Recreation Foundation will reimburse the City with an amount of \$31,329.72 and MODNR will reimburse the City in the amount of \$40,000, leaving the Parks Department with \$2,363.46 in costs for the two playgrounds.

These projects will be funded through grants and the approved FY2025 park operations budget.

**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: 4-3-2025 |

**Financial Considerations:**

|                     |                                 |                     |
|---------------------|---------------------------------|---------------------|
| x <b>Budgeted:</b>  | Line Item: 460-57027-403-000000 | Amount: \$73,693.18 |
|                     | Line Item:                      | Amount:             |
|                     | Revenue Line (if applicable):   | Amount:             |
| <b>Non-Budgeted</b> | Line Item:                      | Amount:             |
|                     | Line Item:                      |                     |
|                     | Funding Source:                 | Amount:             |

**Attachments:**

1. Ord Taylormade WestboroCanterbury Playground Surface
2. Contract - Taylormade Stocksdale Playground signed

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH  
TAYLORMADE, CO. FOR THE PURCHASE AND INSTALLATION OF A NEW  
PLAYGROUND SAFETY SURFACE AT WESTBORO/CANTERBURY PARK  
PLAYGROUNDS IN AN AMOUNT NOT TO EXCEED \$73,693.18

WHEREAS, the Liberty Parks and Recreation Department operations budget was approved with funds to replace the safety surfacing at the Westboro/Canterbury Park playground in the 2025 budget; and

WHEREAS, the City of Liberty was awarded a Rubber Tire reimbursement grant to add a poured-in-place rubber safety surface to the playgrounds at Westboro/Canterbury Park in the amount of \$40,000 (Approved Resolution No. 3416, Sept. 23, 2024); and

WHEREAS, the Liberty Parks and Recreation Foundation raised funds as part of their 2024 Annual Campaign for an inclusive playground surface in the amount of \$31,329.72; and

WHEREAS, the remaining balance of \$2,363.46 was included in the 2025 Parks Operations budget; 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 certain agreement by and between the City of Liberty and TAYLORMADE, CO., 7356 Holliday Dr. Kansas City, KS, 66106-5102 in an amount not exceed SEVENTY-THREE THOUSAND, SIX HUNDRED NINETY-THREE DOLLARS AND 18/100 (\$73,693.18) for materials and installation at Westboro/Canterbury Park, a copy of said agreement 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 agreement 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.

ORDINANCE NO. \_\_\_\_\_ (CONT.)

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



**GUARANTEED PRICING AGREEMENT WITH TAYLORMADE COMPANY TO INSTALL NEW  
PLAYGROUND SAFETY SURFACE AT CANTERBURY PARK PLAYGROUND IN AN  
AMOUNT NOT TO EXCEED \$73,693.18**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

This agreement is made and entered into this **21st day of April, 2025**, by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, 101 E. Kansas St., a municipal corporation hereinafter referred to as CITY, and **Taylormade Company 7356 Holliday Drive, Kansas City, KS, 66106**, hereinafter referred to as the Contractor.

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 **April 21, 2021** and is effective as of **April 21, 2025**, and shall remain in effect as described within.

**ARTICLE I  
THE WORK**

Contractor agrees to perform all work and provide all materials as specified in Bid Request PK24-26 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. 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, prevailing wage requirements, 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 must be completed with 120 days of notice to proceed.** 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 **\$73,693.18**.

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.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

| SCHEDULE OF LIQUIDATED DAMAGES |                          |                                    |
|--------------------------------|--------------------------|------------------------------------|
| Original Contract Amount       |                          | Charge Per<br>Calendar Day<br>(\$) |
| From More Than<br>(\$)         | To and Including<br>(\$) |                                    |
| 0                              | 50,000                   | 150                                |
| 50,001                         | 100,000                  | 250                                |
| 100,001                        | 500,000                  | 500                                |
| 500,001                        | 1,000,000                | 1,000                              |
| 1,000,001                      | 2,000,000                | 1,500                              |
| 2,000,001                      | 5,000,000                | 2,000                              |
| 5,000,001                      | 10,000,000               | 2,500                              |
| 10,000,001                     | And above                | 3,000                              |

## ARTICLE VIII 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.

Contract is subject to the State of Missouri Prevailing Wage Laws (Clay County Annual Wage Order #24). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

## ARTICLE IX 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 X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years 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 XI 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 XII  
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 XIII  
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: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Deputy City Clerk

(SEAL)

Taylormade Co  
\_\_\_\_\_  
Company Name

By:  \_\_\_\_\_ Wade Taylor

Title: \_\_\_\_\_ President

Attest:  \_\_\_\_\_ Kristin Mance

## **APPENDIX A**

**Proposal Attached**



**CITY OF LIBERTY, MISSOURI  
PK25-26**

**Appendix B**

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**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.

*F. 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.

*G. 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.

*H. 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.

*I. 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.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

*J. Severability*

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.

*K. 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.

*L. 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); and
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.

*M. 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.

*N. 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

*P. Prevailing Wage Requirements*

1. **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 the work under the contract, **must** be paid to all workers performing work under the contract.
2. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.
3. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under section [292.675](#), RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
4. The contractor will forfeit a penalty to the contracting public body of \$2,500 plus additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
5. Every transient employer, as defined in section [285.230](#), RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section [285.234](#), RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-135

**Department:** Public Works

**Submitted By:** Joshua Martinez, Capital  
Projects Engineer

**Subject:** Ordinance approving a contract with Donelson Construction Co, LLC for City of Liberty Project 25-008 2025 Street Maintenance - Pressure Pave in an amount not to exceed \$184,332.98

**Summary:**

- Ordinance approving a contract between Donelson Construction Co, LLC. for City of Liberty Project 25-008 2025 Street Maintenance - Pressure Pave.
- The scope of work provides for the maintenance of an existing city street through the patented application of Pressure Pave to the wear surface.
- The Citizen Sales Tax Oversight Committee reviewed the project at the April 10, 2025, meeting and determined it meets voter intent.

**Background:**

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This report pertains to the 2025 Street Maintenance - Pressure Pave, otherwise known as Project 25-008.

In the months prior to bidding, City staff assessed and prioritized public streets for inclusion in the 2025 project. Assessment and prioritization were informed through:

- Pavement Condition Indexing (PCI) data,
- Volume and usage data,
- Field reports from Street Maintenance staff,
- Known public and private utility projects planned along or adjacent to public streets.

The identified scope of work included over two dozen public streets, one of which was N. Church Rd. from Oakwood Ln. to the Southern City Limits (just south of Charles Carwash). This particular segment was selected as a viable candidate for rehabilitation using Pressure Pave. Pressure Pave is a patented Modified Aggregate Quick Set system performed by Donelson Construction Company, LLC, which can provide equivalent rehabilitation to conventional milling and overlaying at a slightly reduced cost while also inhibiting future water penetration.

The City has not used Pressure Pave in the past. As Pressure Pave and the method of application is a patented technology, there was no public advertisement or bidding for this scope of work and its usage is being pursued as a sole source contract. Attached to this report is documentation from Donelson Construction Company, LLC, identifying themselves as a sole source product.

Donelson Construction Company, LLC has quoted the Pressure Pave services of N. Church Rd. from Oakwood Ln. to the Southern City Limits at \$184,332.98.

This report and subsequent Ordinance request, recommends approval of a contract with Donelson Construction Company, LLC in the amount of \$184,332.98 with additional funding authorization of \$18,437.02 for a total requested authorization amount of \$202,770.00. The amount requested for approval includes both the contract amount (\$184,332.98) and the addition of an approximate 10% contingency. Contingency is requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations from the total bid price.

The 2025 Street Restoration Project base budget was established at \$2,400,000.00 for 2025 during CIP development. This includes \$800,000.00 from Transportation Sales Tax and \$1,600,000.00 from Capital Sales Tax.

**ACTION REQUESTED/RECOMMENDATION:**

Staff recommends approval of a contract with Donelson Construction Co, LLC, for City of Liberty Project 25-008 2025 Street Maintenance - Pressure Pave in an amount not to exceed \$184,332.98 with additional funding authorization of \$18,437.02 for a total requested authorization amount of \$202,770.00.

**Previous Action (if applicable):**

- The Citizen Sales Tax Oversight Committee reviewed the proejct at the April 10, 2025 meeting and determined it meets voter intent.

**Policy/Committee Review:**

|                                             |                                      |
|---------------------------------------------|--------------------------------------|
| X Citizen Sales Tax Oversight Committee     | Completed/Recommended: April-10-2025 |
| Public Safety Sales Tax Oversight Committee | Completed/Recommended: NA            |
| Budget Committee                            | Completed/Recommended: NA            |
| Other:                                      | Completed/Recommended: NA            |

**Financial Considerations:**

|                     |                                 |                      |
|---------------------|---------------------------------|----------------------|
| X <b>Budgeted:</b>  | Line Item: 351-70023-201-000000 | Amount: \$202,770.00 |
|                     | Line Item:                      | Amount:              |
|                     | Revenue Line (if applicable):   | Amount:              |
| <b>Non-Budgeted</b> | Line Item:                      | Amount:              |
|                     | Line Item:                      |                      |
|                     | Funding Source:                 | Amount:              |

**Attachments:**

1. 2025-135 Approve Contract Donelson Pressure Pave Project 25-008 - ORD

2. Pressure Pave Contract\_Signed
3. Sole Source Documentation

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING A CONTRACT WITH DONELSON  
CONSTRUCTION CO, LLC FOR CITY OF LIBERTY PROJECT 25-008 2025 STREET  
MAINTENANCE - PRESSURE PAVE IN AN AMOUNT NOT TO EXCEED \$184,332.98

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 Donelson Construction CO, LLC. for City of Liberty Project 25-008 2025 Street Maintenance – Pressure Pave with a bid amount of ONE HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS AND NINETY-EIGHT CENTS (\$184,332.98), with authorization to spend up to TWO HUNDRED TWO THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$202,770.00), 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



The City of



2025 Street Maintenance –  
Pressure Pave

Project No. 25-008

**City of Liberty**

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

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## **OSHA REQUIREMENTS**

### **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used have the meanings indicated below:
- A. *RSMo* – Missouri Revised Statutes.

### **ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS**

- 2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

### **ARTICLE 3 – PENALTIES**

- 3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars (\$2500) plus one hundred dollars (\$100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675
- 3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

## FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI

COUNTY OF CHRISTIAN

### 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 \_\_\_\_\_

MICHAEL J. DONELSON, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is MICHAEL J. DONELSON and I am currently the <sup>MANAGING MEMBER</sup> ~~President~~ of DONELSON CONSTRUCTION CO, LLC. hereinafter "Contractor"), whose business address is 1075 WISE HILL ROAD CLEVER, MO 65631, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor 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 CITY OF LIBERTY

- 
- 
- 
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

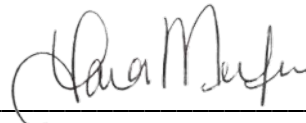


(SIGNATURE)

MICHAEL J. DONELSON

[printed name], Affiant

Subscribed and sworn to before me this 21ST day of MARCH, 2025



Notary Public State of Missouri

My Commission Expires: AUGUST 23RD, 2025

Commissioned in CHRISTIAN County

Commission #: 13857665

**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 Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.

## **AMERICAN PRODUCTS REQUIREMENTS**

### **ARTICLE 1 – GOODS OR COMMODITIES**

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

### **ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS**

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
  - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
  - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

**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 DONELSON CONSTRUCTION CO, LLC ("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:

A. Pressure Pave

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2025 STREET MAINTENANCE – PRESSURE PAVE – PROJECT NO. 25-008**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by the City of Liberty, 101 E. Kansas Street, Liberty, MO 64068.

3.02 The Owner has retained the office of the City Engineer of the City of Liberty ("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. Contractor shall complete the work in accordance with the contract documents between the dates of NTP and September 26, 2025. City shall be notified of the start date a minimum of two weeks prior to the start date of construction.

B. Earliest Construction Start Date..... Upon Issuance of Notice to Proceed

C. Latest Substantial Completion:.....September 12, 2025

D. Latest Final Completion Date.....September 26, 2025

E. Parts of the Work shall be substantially or final completed on or before the following Milestone(s):

1. Milestone 1 – Substantial Completion Date as defined above
2. Milestone 2 - Final Completion Date as defined above

#### 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. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each stated Milestone, until stated Milestone is achieved.

#### 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: \$N/A.

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): \$.

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) \$N/A.
- D. For all Work, at the prices stated in Contractor's Proposal, 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. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 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 0 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.
- K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work hereunder and at all such times thereafter, Contractor shall continue to maintain such in-house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (section C-520, inclusive).
  - 2. Performance and Maintenance bond (section C-610, inclusive).
  - 3. Payment bond (section C-615, inclusive).
  - 4. General Conditions (section C-700, inclusive).
  - 5. Supplementary Conditions (section C-800, inclusive).
  - 6. Job Special Conditions (section C-810, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Addenda (numbers \_\_, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Proposal. (Exhibit A)
    - b. Anti-Discrimination Against Israel Act Certification (Exhibit B)
  - 10. 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: **City of Liberty, Missouri**

CONTRACTOR:

DONELSON CONSTRUCTION CO, LLC.

By: \_\_\_\_\_

By: Michael J. Donelson

Title: \_\_\_\_\_

Title: MANAGING MEMBER

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

Attest: \_\_\_\_\_

Attest: [Signature]

Title: \_\_\_\_\_

Title: OFFICE MANAGER

Address for giving notices:

Address for giving notices:

1075 WISE HILL ROAD

CLEVER, MISSOURI 65631

License No.: N/A  
*(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.)*

## PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR (name and address):

Donelson Construction Company, LLC  
1075 Wise Hill Road  
Clever, MO 65631

SURETY (name and address of principal place of business):

Employers Mutual Casualty Company  
PO Box 712  
Des Moines, IA 50306-0712

OWNER (name and address): City of Liberty, 101 East Kansas Street, Liberty, MO 64068

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 27, 2025

Amount: \$184,332.98

Description (name and location): MAQS-3 Scratch and PressurePave-MAQS-3

### BOND

Bond Number: S051368

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): March 27, 2025

Amount: \$184,332.98

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

DONELSON CONSTRUCTION CO, LLC (seal)

Contractor's Name and Corporate Seal

By: Michael J. Donelson  
Signature

MICHAEL J. DONELSON

Print Name

MANAGING MEMBER

Title

Attest: [Signature]  
Signature

OFFICE MANAGER

Title

### SURETY

Employers Mutual Casualty Company (seal)

Surety's Name and Corporate Seal

By: Sheri Olson  
Signature (attach power of attorney)

Sheri Olson

Print Name

Power of Attorney

Title

Attest: Murray Wallace  
Signature

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.



9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## Employers Mutual Casualty Company - Seal Addendum

Employers Mutual Casualty Company hereby authorizes its Attorneys-in-Fact to affix Employers Mutual Casualty Company's corporate seal to any bond executed by said Attorney-in-Fact for Employers Mutual Casualty Company by attaching this Seal Addendum. In accordance with the above, Employers Mutual Casualty Company hereby affirms that the corporate seal hereon shall be deemed affixed to said bond with the same force and effect as if Employers Mutual Casualty Company's raised corporate seal was present.

Dated this 5<sup>th</sup> day of July, 2022.

## Employers Mutual Casualty Company



By:   
Ryan J. Springer, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | 515.280.2511 | F 877.250.6538 | [www.emcins.com](http://www.emcins.com)

Employers Mutual Casualty Company  
EMCASCO Insurance Company  
EMC Reinsurance Company

Illinois EMCASCO Insurance Company  
Dakota Fire Insurance Company  
EMC Property & Casualty Company

Union Insurance Company of Providence  
Hamilton Mutual Insurance Company  
EMC Risk Services, LLC

EMC Underwriters, LLC  
EMC National Life Company (affiliate)

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Sheri Olson**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

**Surety Bond**      **Principal:**  
**Number**              Donelson Construction Co, LLC

S051368

In an amount not exceeding Ten Million Dollars .....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

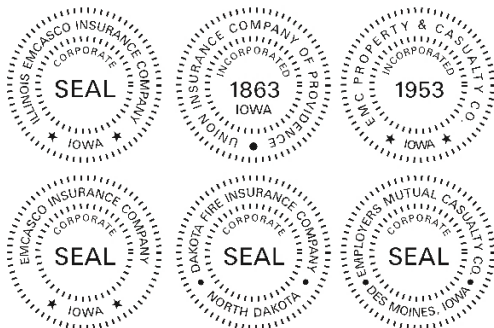
### AUTHORITY FOR POWER OF ATTORNEY

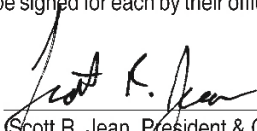
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

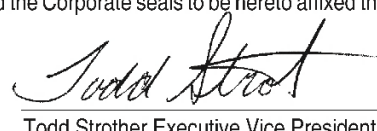
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals

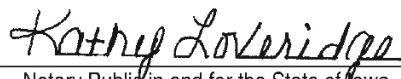


  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

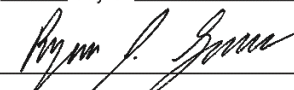
My Commission Expires October 10, 2025.

  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

 Vice President

## PAYMENT BOND

CONTRACTOR (name and address):

Donelson Construction Company, LLC  
1075 Wise Hill Road  
Clever, MO 65631

SURETY (name and address of principal place of business):

Employers Mutual Casualty Company  
PO Box 712  
Des Moines, IA 50306-0712

OWNER (name and address): City of Liberty, 101 East Kansas Street, Liberty, MO 64068

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 27, 2025

Amount: \$184,332.98

Description (name and location): MAQS-3 Scratch and PressurePave-MAQS-3

### BOND

Bond Number: S051368

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): March 27, 2025

Amount: \$184,332.98

Modifications to this Bond Form: ☒ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

DONELSON CONSTRUCTION CO, LLC (seal)

Contractor's Name and Corporate Seal

By: Michael J. Donelson  
Signature

MICHAEL J. DONELSON

Print Name

MANAGING MEMBER

Title

Attest: [Signature]  
Signature

OFFICE MANAGER

Title

Employers Mutual Casualty Company (seal)

Surety's Name and Corporate Seal

By: Sheri Olson  
Signature (attach power of attorney)

Sheri Olson

Print Name

Power of Attorney

Title

Attest: [Signature]  
Signature

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and



shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.
19. Modifications to this Bond are as follows:

## Employers Mutual Casualty Company - Seal Addendum

Employers Mutual Casualty Company hereby authorizes its Attorneys-in-Fact to affix Employers Mutual Casualty Company's corporate seal to any bond executed by said Attorney-in-Fact for Employers Mutual Casualty Company by attaching this Seal Addendum. In accordance with the above, Employers Mutual Casualty Company hereby affirms that the corporate seal hereon shall be deemed affixed to said bond with the same force and effect as if Employers Mutual Casualty Company's raised corporate seal was present.

Dated this 5<sup>th</sup> day of July, 2022.

## Employers Mutual Casualty Company



By:   
Ryan J. Springer, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | 515.280.2511 | F 877.250.6538 | [www.emcins.com](http://www.emcins.com)

Employers Mutual Casualty Company  
EMCASCO Insurance Company  
EMC Reinsurance Company

Illinois EMCASCO Insurance Company  
Dakota Fire Insurance Company  
EMC Property & Casualty Company

Union Insurance Company of Providence  
Hamilton Mutual Insurance Company  
EMC Risk Services, LLC

EMC Underwriters, LLC  
EMC National Life Company (affiliate)



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Sheri Olson**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

**Surety Bond**      **Principal:**  
**Number**          Donelson Construction Co, LLC

S051368

In an amount not exceeding Ten Million Dollars .....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

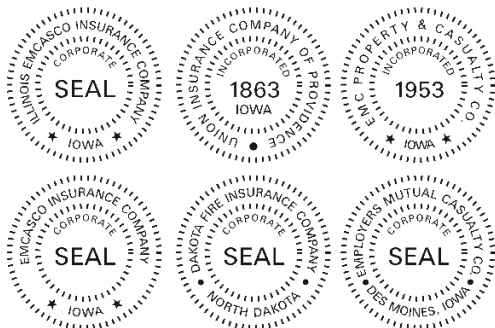
### AUTHORITY FOR POWER OF ATTORNEY

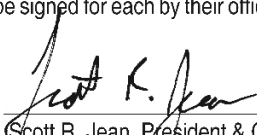
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

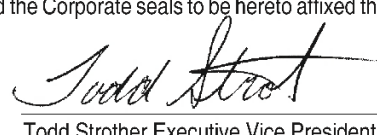
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals

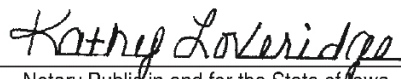


  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

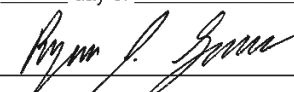
My Commission Expires October 10, 2025.

  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

 Vice President



HOME OFFICE OR BRANCH SERVICE OFFICE — DES MOINES, IOWA

- |                                                                       |                                                             |
|-----------------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> Employers Mutual Casualty Company | <input type="checkbox"/> Dakota Fire Insurance Company      |
| <input type="checkbox"/> EMCASCO Insurance Company                    | <input type="checkbox"/> Illinois EMCASCO Insurance Company |
| <input type="checkbox"/> Union Insurance Company of Providence        | <input type="checkbox"/> EMC Property & Casualty Company    |
| <input type="checkbox"/> Hamilton Mutual Insurance Company            |                                                             |

### ENDORSEMENT RIDER

| ATTACHED TO AND FORMING PART<br>OF BOND OR POLICY NO. | DATE ENDORSEMENT<br>OR RIDER EXECUTED | EFFECTIVE DATE<br>OF ENDORSEMENT OR RIDER |
|-------------------------------------------------------|---------------------------------------|-------------------------------------------|
| S051368                                               | March 27, 2025                        | 1                                         |

Obligee: City of Liberty

Principal: Donelson Construction Company, LLC

It is hereby agreed that the words:

" Owner: City of Liberty, 101 East Kansas Street, Liberty, MO 64068

Construction Contract Description: MAQS-3 Scratch and PressurePave-MAQS-3

are hereby deleted,

And the words;

" Owner: Mayor, City Council and the Citizens of the City of Liberty, Missouri, a Municipal Corporation  
101 E Kansas Street, Liberty, MO 64068

Construction Contract Description: 2025 Street Maintenance - Pressure Pave - Project No. 25-008

are hereby substituted therefore;

Provided that, no amount carried under the Bond during any period shall be cumulative with the amount or amounts carried under the Bond during any other period or periods.

ACCEPTED: March 28, 2025

By:   
Principal

By: \_\_\_\_\_  
Obligee

By:   
Attorney-in-Fact

Sheri Olson



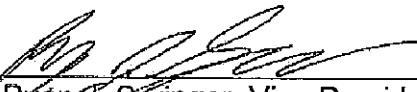
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Dated this 5<sup>th</sup> day of July, 2022.

## Employers Mutual Casualty Company



By:   
Ryan J. Springer, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | 515.280.2511 | F 877.250.6538 | [www.emcins.com](http://www.emcins.com)

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hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Sheri Olson**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

**Surety Bond Principal:**  
**Number** Donelson Construction Co, LLC

S051368

In an amount not exceeding Ten Million Dollars .....\$10,000,000.00

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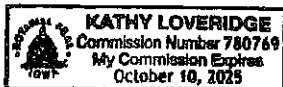
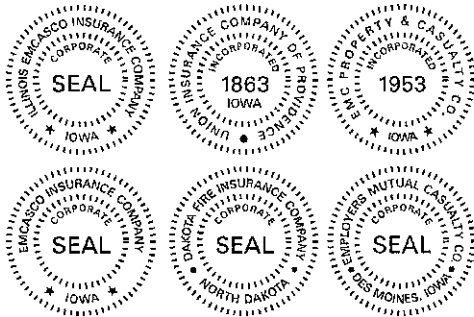
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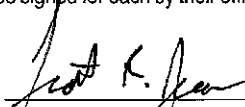
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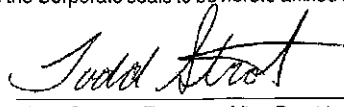
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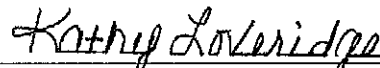


  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

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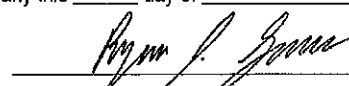
My Commission Expires October 10, 2025.

  
Kathy Loveridge  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
Ryan J. Springer Vice President

# 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 four 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, 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 two years 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.
- 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 consider 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-5.03** Add the following new paragraphs immediately after Paragraph 5.03.B:

A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Not used.

**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:                                         | <u>Statutory</u> |
| 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<br>With employment exclusion deleted | \$ <u>3,370,137</u> |
|----------------------------------------------------------------------|---------------------|

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| Each Occurrence (Bodily Injury and Property<br>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 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 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS**

**SC-19.01** The following paragraph shall be added as Paragraph 19.01.

**SC-19.01 Excessive Unemployment pursuant to 290.580 RSMo:** Except as otherwise required by law, during a period of excessive unemployment in the State of Missouri, the Contractor shall employ only Missouri laborers from nonrestrictive states on the project, as provided in Sections 290.55 to 290.580 RSMo.

**SC-19.02** The following paragraph shall be added as Paragraph 19.02.

**SC-19.02 Anti Discrimination Certification RSMo 34.600:** Pursuant to RSMo 34.600 the contractor shall be required to complete Exhibit C "Anti-Discrimination Against Israel Act Certification".

**SC-19.03** The following paragraph shall be added as Paragraph 19.03.

**SC-19.03 Proof of Lawful Presence for Eligibility for Temporary Public Benefits:** Pursuant to 208.009 RSMo the applicant shall provide affirmative proof that the applicant is a citizen of a permanent resident of the United States or is lawfully present in the United States. This may be verified by the presentation of the signing applicants current valid driver's license.

# **SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

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**SPC-1.01 Scope of Work**

The work provided for in these specifications shall consist of furnishing all labor, equipment materials and traffic control necessary to accomplish the installation of patented Pressure Pave-Modified Aggregate Quick(MAQS) Systems. Marking removal & replacement and structural patching/reconstruction of pavement, shall be done by others. More specifically the extents of the project are:

**2025 STREET MAINTENANCE PAVEMENT RESTORATION PROJECT**

| Street       | START                                                   | END Ln.     |
|--------------|---------------------------------------------------------|-------------|
| N. Church Rd | Southern City Limits<br>adjacent to Charlies<br>Carwash | Oakwood Ln. |

**SPC-1.02 Not Used****SPC-2.01 Contract Special Conditions**

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions

**SPC-2.02 Not Used****SPC-3.01 Contractor Furnished Staking**

- A. The Contractor shall furnish stakes, and surveys, and other materials as may be required for the proper staking and laying out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work.
- B. All survey and staking work performed under this contract shall be done to the lines, grades and elevations shown on the plans and shall be subsidiary to the contract. No direct payment for this work will be made to the Contractor.
- C. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.
- D. The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks that have been moved or destroyed, the Contractor will be charged with the resulting expense of replacement.

**SPC-4.01 Traffic Control and Routing**

All costs for traffic control shall be considered incidental to the work and no direct payment shall be allowed.

- A. Flaggers and lane closures shall be required for N. Church Rd.
- B. A dedicated Traffic Control Plan shall be required for N. Church Rd., Traffic Control Plans shall be submitted to the Owner for review. Written approval from the Owner is required prior to implementation.

- C. 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.
- D. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
- E. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
- F. Barricades and/or signs shall not be removed from a resurfaced or patched street until said street's temperature has cooled such that marks will not occur in the street surface once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.
- G. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- H. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer.
- I. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
- J. The City of Liberty, Missouri 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.

#### ***SPC-5.01 Fees for Construction Permits***

The City agrees to waive all fees construction permits, as required by the City, 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 subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work adjacent to or within State and/or Rail Road Right of way shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

#### ***SPC-6.01 Restoration of Yards***

There shall be no direct payment made for the restoration of yards disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All yards damaged beyond

the construction limits shall be restored to at least equal to current condition as approved by the Engineer. Such work shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair lawn damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

***SPC-7.01 Not Used***

***SPC-8.01 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 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.

***SPC-9.01 Safety of the Public***

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing 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. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

- A. Public Notification: The Contractor shall place door hangar notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Pre-printed door hangar notifications shall be supplied by the City of Liberty, but placed by the Contractor.

The Contractor shall not be allowed to commence work if Public Notification has not been made.

- B. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

***SPC-10.01 Dimensions and Elevations***

It is the intent of this project to match existing dimensions and elevations unless otherwise notified. The Contractor shall verify all dimensions and elevations. Any discrepancy between the dimensions and elevations shown on the plans and those found by the Contractor shall be supplied to the Engineer for approval prior to construction.

***SPC-11.01 Not Used***

***SPC-12.01 Not Used***

***SPC-13.01 Not Used***

***SPC-14.01 Not Used***

***SPC-15.01 Not Used***

***SPC-16.01 Measurement and Payment***

- A. General:



1. 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.
2. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the accepted proposal attached as Exhibit A. 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.
3. Quantities listed in the proposal are not guaranteed and are indicated only for convenience in estimating. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:
  - B. Not Used
  - C. Not Used
  - D. Not Used
  - E. Traffic Control:
    1. Traffic control for all project construction shall be subsidiary to other items of work and no additional compensation allowed.
  - F. Not Used
  - G. State and Rail Road Permits
    1. All State and/or Rail Road Permits required for work within or adjacent to State and/or Rail Road Right of Way shall be subsidiary to other items of work and no additional compensation allowed.

## **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 the latest revision of Technical Specifications 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:  
<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.

### **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.



## MISSOURI PROJECT EXEMPTION CERTIFICATE

### AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **John Findlay, City Engineer - 816.439.4507**

PROJECT # ASSIGNED: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

PROJECT LOCATION: **City of Liberty, Missouri** – \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

DATE PROJECT TO BEGIN: \_\_\_\_\_

ESTIMATED PROJECT COMPLETION DATE: \_\_\_\_\_

REVISED COMPLETION DATE: \_\_\_\_\_

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

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

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED

APPROVED

\_\_\_\_\_  
DIRECTOR OF FINANCE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY ENGINEER

\_\_\_\_\_  
DATE

### INSTRUCTIONS

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

**CONTRACTOR/SUBCONTRACTOR-** The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

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

EXHIBIT A  
Contractor Proposal and Sole Source  
Documentation



Ph: (417) 743-2694  
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

## ESTIMATE

February 10, 2025

Church Rd

Joshua Martinez  
City of Liberty  
101 E. Kansas St  
Liberty, MO 65068

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented PressurePave®-Modified Aggregate Quick Set (MAQS®) Systems. The prices include all labor equipment, materials and traffic control. Marking removal & replacement and structural patching/reconstruction of pavement, shall be done by others.

The unit prices for the separate materials are as follows (per yd2):

|                       |        |
|-----------------------|--------|
| MAQS®-3 Scratch       | \$7.63 |
| PressurePave®-MAQS®-3 | \$8.88 |

|                       |                         |                                       |                    |
|-----------------------|-------------------------|---------------------------------------|--------------------|
| <b>N. Church Rd</b>   | <b>From:</b> Oakwood Ln | <b>To:</b> entrance Charlies Car Wash | <b>Yd2:</b> 19,612 |
| MAQS®-3 Scratch       | \$10,178.42             |                                       | Scratch yd2: 1,334 |
| PressurePave®-MAQS®-3 | \$174,154.56            |                                       |                    |
| <b>Total</b>          | <b>\$184,332.98</b>     |                                       |                    |

**GRAND TOTAL: \$184,332.98**



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

RUSTY MACLACHLAN  
COMMISSIONER, 1<sup>st</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>nd</sup> DISTRICT

CONTRACT #: 16-0798

TITLE: Modified Aggregate Quick Set (MAQS)

CONTACT: Karla Nay

PHONE: (417)868-4019

E-MAIL: KNay@greencountymo.gov

AMENDMENT ISSUE DATE: 05-13-24

AMENDMENT NUMBER 10 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 10 to Agreement for Contract Services (the "Tenth Amendment") is made and entered into as of May 13, 2024 by and between the County of Greene, ("County") and Donelson Construction, LLC. ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

- Purpose:
1. "SCOPE OF SERVICES" and "BUDGET" are modified by adding EXHIBIT I, attached hereto.
  2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Tenth Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

By: Karla Nay  
Purchasing Buyer

Date: 5-16-24

By: Laura Merriam  
Purchasing Director

Date: May 20, 2024

DONELSON CONSTRUCTION LLC

By: Michael J. Donelson

Title: Managing Member

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 5/16/24

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy A. Stein  
Auditor Certification

6/7/2024  
Date

# EXHIBIT I

## 1. SECTION TWO: INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per occurrence and \$3,300,000.00 in aggregate, covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. **Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per occurrence and \$3,300,000 in aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability:** (covering errors and omissions): Not applicable
- 2.7. **Other Insurance:** Such other policies of insurance as may be required in the Special Provisions.
- 2.8. **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$505,520.00 per claimant and \$3,370,137.00 per occurrence for 2024) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses

# EXHIBIT I

and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

## **2.10 Non-Waiver of Sovereign Immunity:**

- a. County does not waive or intend to waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

To the extent that Contractor is required to provide any insurance coverage to County or its officials, officers or employees, that coverage may not waive any immunity of any kind. Any certificate of insurance issued to or for County should state that the insurance provided is not a waiver, and is not intended to waive, any immunity, (sovereign, official or other). Further, Contractor's insurer(s) shall acknowledge that their coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state, or local law, ordinance or custom.

For example, the Certificate of Insurance from a 3rd party liability insurance carrier providing a liability insurance policy procured and maintained by the Contractor, which shall name County as an addition insured, shall state in the "Additional Remarks" section: "County does not waive or intend to waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. The insurance provided in this policy, which names County as an additional insured, is not a waiver, and is not intended to waive, any immunity (sovereign, official or other) of County. Contractor's Insurer(s) acknowledges this coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri by any federal, state, or local law, ordinance or custom."



## AGREEMENT FOR CONTRACT SERVICES

**THIS AGREEMENT FOR CONTRACT SERVICES** (the "Agreement") is made and entered into as of December 27, 2016, by and between the County of Greene, ("County") and Donelson Construction Company, LLC ("Contractor"), located at 1075 Wise Hill Road, Clever, Missouri 65631. (The term Contractor includes professionals performing in a consulting capacity.)

### PART I - FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in EXHIBIT I, included herein, and for other public bodies within Greene County as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas & Nebraska, as set forth in Exhibit II. Included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Exhibit I and Exhibit II, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on December 27, 2016 ("Commencement Date") and shall continue through December 26, 2017, with the option to renew, at both parties discretion, for up to two additional one-year periods.
- D. **Party Representatives:**  
The County designates the following person to act on County's behalf: Melissa Denney or Rick Artman  
  
The Contractor designates the following person to act on Contractor's behalf: Michael J. Donelson
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

### PART II - GENERAL PROVISIONS

#### 1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Exhibit I and Exhibit IIes, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that

all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

## **2. SECTION TWO - INSURANCE AND INDEMNIFICATION**

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any

subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement**: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. **SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES**

3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.

3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.

3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::

- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating 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 and 2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, *et seq.*). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
- b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
- d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor is in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
  - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance;

provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

- 3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.greenecountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to *Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.*

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.

- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such

claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-Liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.



3.17. Conflicts of Interest

- 3.18. No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.19. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. **SECTION FOUR - MISCELLANEOUS PROVISIONS**

- 4.1. Records and Reports. Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

- 4.2. Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County:                      Greene County  
                                         Purchasing Department  
                                         933 N. Robberson  
                                         Springfield, Missouri 65802

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6. Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

**THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

DONELSON CONSTRUCTION COMPANY, LLC

By:  1-3-17  
Purchasing Director

By: 

By:   
Purchasing Buyer

Title: Member

By: \_\_\_\_\_

Title: \_\_\_\_\_

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

  
Greene County Auditor

1/4/17  
Date



**Additional Purchases by Other Public Agencies:**

Will you honor the submitted prices for purchase by other entities who participate in Cooperative purchasing with Greene County, Missouri?

✓ Yes                      No

*Michael J. Donelson*

*Michael J. Donelson, Member*

**DONELSON CONSTRUCTION CO., LLC  
1075 WISE HILL ROAD  
CLEVER, MO 65631**



**Construction  
Company, LLC**

## **EXHIBIT II**

Ph: (417) 743-2694  
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

December 21, 2016

Mr. Rick Artman  
Greene County Highway Department Administrator

Mr. Artman,

Per the cooperative agreement option of your contract, Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System®, and related services. US Patents 7,312,262B2, 2007/0031227A1, 9,260,826B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are included. These prices are valid for other public bodies within the County, as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas, and Nebraska. Price levels are dependent upon type and volume of work desired, distance from material production facilities (Clever, MO), and other considerations. Donelson reserves the right to discount any of the prices listed at any time.

Sincerely,

Michael J. Donelson  
Owner



1075 Wise Hill Road, Clever, MO 65631

Phone: (417) 743-2694

Fax: (417) 743-2945

**2024 Greene County Cooperative Agreement Pricing - Other Agencies**  
**Distance from Clever, MO: 0 to 249 miles**

|         | <u>Modified Aggregate Quick</u>            |         |                            | <u>PressurePave Sealant</u> |                            | <u>Hot Rubber Crack Filler</u> |
|---------|--------------------------------------------|---------|----------------------------|-----------------------------|----------------------------|--------------------------------|
|         | <u>Set (per yd<sup>2</sup>)</u>            |         |                            |                             |                            |                                |
| Level 1 | MAQS - 1                                   | \$ 4.68 |                            |                             |                            |                                |
|         | MAQS - 1 +                                 | \$ 4.94 |                            |                             |                            |                                |
|         | MAQS - 2                                   | \$ 5.16 | \$1.25 per yd <sup>2</sup> |                             | \$1.25 per yd <sup>2</sup> |                                |
|         | MAQS - 2 +                                 | \$ 5.64 |                            |                             |                            |                                |
|         | MAQS - 3                                   | \$ 5.93 |                            |                             |                            |                                |
|         | MAQS - FlexScratch ( Same prices as above) |         |                            |                             |                            |                                |
| Level 2 | MAQS - 1                                   | \$ 5.00 |                            |                             |                            |                                |
|         | MAQS - 1 +                                 | \$ 5.26 |                            |                             |                            |                                |
|         | MAQS - 2                                   | \$ 5.48 | \$1.25 per yd <sup>2</sup> |                             | \$1.25 per yd <sup>2</sup> |                                |
|         | MAQS - 2 +                                 | \$ 5.96 |                            |                             |                            |                                |
|         | MAQS - 3                                   | \$ 6.39 |                            |                             |                            |                                |
|         | MAQS - FlexScratch ( Same prices as above) |         |                            |                             |                            |                                |
| Level 3 | MAQS - 1                                   | \$ 5.45 |                            |                             |                            |                                |
|         | MAQS - 1 +                                 | \$ 5.71 |                            |                             |                            |                                |
|         | MAQS - 2                                   | \$ 5.93 | \$1.25 per yd <sup>2</sup> |                             | \$1.25 per yd <sup>2</sup> |                                |
|         | MAQS - 2 +                                 | \$ 6.41 |                            |                             |                            |                                |
|         | MAQS - 3                                   | \$ 6.84 |                            |                             |                            |                                |
|         | MAQS - FlexScratch ( Same prices as above) |         |                            |                             |                            |                                |
| Level 4 | MAQS - 1                                   | \$ 5.60 |                            |                             |                            |                                |
|         | MAQS - 1 +                                 | \$ 5.86 |                            |                             |                            |                                |
|         | MAQS - 2                                   | \$ 6.08 | \$1.25 per yd <sup>2</sup> |                             | \$1.25 per yd <sup>2</sup> |                                |
|         | MAQS - 2 +                                 | \$ 6.56 |                            |                             |                            |                                |
|         | MAQS - 3                                   | \$ 6.99 |                            |                             |                            |                                |
|         | MAQS - FlexScratch ( Same prices as above) |         |                            |                             |                            |                                |
| Level 5 | MAQS - 1                                   | \$ 5.92 |                            |                             |                            |                                |
|         | MAQS - 1 +                                 | \$ 6.18 |                            |                             |                            |                                |
|         | MAQS - 2                                   | \$ 6.40 | \$1.25 per yd <sup>2</sup> |                             | \$1.25 per yd <sup>2</sup> |                                |
|         | MAQS - 2 +                                 | \$ 6.88 |                            |                             |                            |                                |
|         | MAQS - 3                                   | \$ 7.31 |                            |                             |                            |                                |
|         | MAQS - FlexScratch ( Same prices as above) |         |                            |                             |                            |                                |
| Level 6 | MAQS - 1                                   | \$ 6.24 |                            |                             |                            |                                |
|         | MAQS - 1 +                                 | \$ 6.50 |                            |                             |                            |                                |
|         | MAQS - 2                                   | \$ 6.72 | \$1.25 per yd <sup>2</sup> |                             | \$1.25 per yd <sup>2</sup> |                                |
|         | MAQS - 2 +                                 | \$ 7.20 |                            |                             |                            |                                |
|         | MAQS - 3                                   | \$ 7.63 |                            |                             |                            |                                |
|         | MAQS - FlexScratch ( Same prices as above) |         |                            |                             |                            |                                |

January 9, 2025

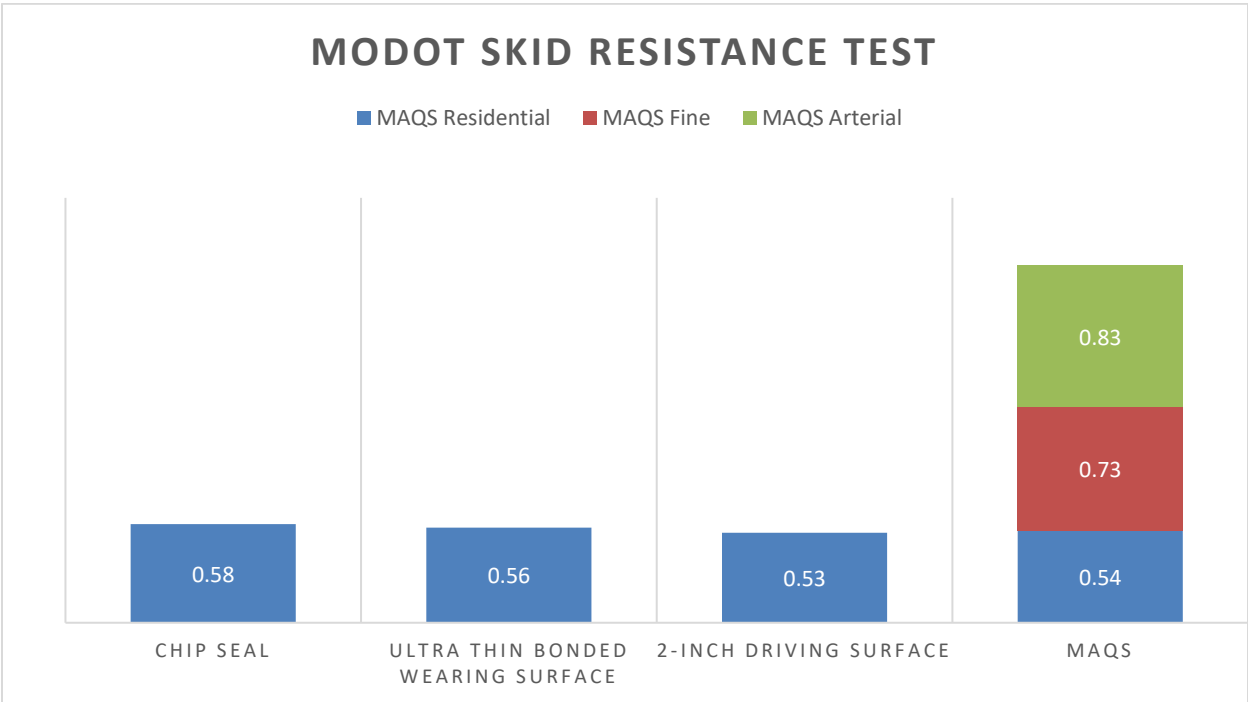
To Whom It May Concern,

Donelson Construction Co., LLC respectfully requests that the MAQS<sup>®</sup>-PressurePave Surfacing System be treated as a sole-source product for the following reasons:

1. Donelson Construction has invented a proprietary system, materials, and related equipment to uniquely improve the sealing ability of the MAQS<sup>®</sup> product line of wearing surfaces, known as PressurePave. The MAQS<sup>®</sup>-PressurePave Surfacing System is unique in the industry as it has the ability to install and cure two completely different products in one simultaneous application. (US Patent No. 9,879,387, US Patent No. 9,260,826, and other patents pending)
2. The topical surface (MAQS<sup>®</sup>) Donelson has developed and installs is unique to the pavement preservation industry. A patent on this product was applied for and received approval, demonstrating the innovation and superior degree of performance it offers. (Patent No. US7,312,262B2).
3. The MAQS<sup>®</sup> surface contains crushed aggregate that is unique. The aggregate is composed of a blend of two types of limestone found and produced in the Clever Stone Quarry. The blend is specifically designed to produce desired results mentioned below. Clever Stone Co., Inc. has agreed to manufacture and distribute this aggregate on an exclusive basis to Donelson Construction Company.
4. The gradation and combination of aggregate used by Donelson in the MAQS<sup>®</sup> surface is proprietary and can be outside of industry standards. Properties achieved are early and long-term surface toughness as well as superior, long-term pavement sealing effectiveness.
5. Use of limestone aggregate in slurry and micro-surfacing seals is commonly known in the industry as unacceptable due to poor wear characteristics resulting in breakdown of skid resistance. This patented aggregate blend produces the only proven safe slurry or micro-surfacing driving surface that uses limestone. This claim is proven through wet pavement skid resistance test results shown on the graph that follows.

The data was produced from testing under the supervision of the Missouri Highway and Transportation Department (MODOT). The new type of mobile equipment that is used for the test more accurately reflects the anti-lock brake systems found on today’s modern vehicles. Pavement skid resistance is measured by a single numerical value, measuring from 0 to 1, with 1 being the best skid resistance. The value of 0.5 is known in the industry to be the minimum acceptable value for a safe driving surface.

The test results show that the MAQS<sup>®</sup> product can be uniquely designed to achieve a wide range of safe driving surfaces, ranging from the minimum, 0.50, to a highly impressive 0.83. Achieving these values, while at the same time providing the other performance characteristics described herein, makes this a highly unique surface treatment.



- 6. The aggregate, combined with a specific emulsion oil, produces an asphalt mixture with a much higher degree of performance compared to other similar products. This degree of performance is illustrated in two important lab test results, both obtained from International Slurry Surfacing Association Test TB100. A “One Hour Soak Wet Track Test” and a “Six Day Soak Wet Track Test” are used to test a finished surface’s adhesion and cohesion properties. In other words, these tests measure the amount of “raveling” or “shredding of stone” one may expect from the new surface. The industry standard allows for a maximum of 50 grams/square foot of aggregate loss, and 75 grams/square foot of aggregate loss for the One Hour and Six Day tests, respectively. Our product often tests at less than 25 grams/square foot for each.

7. The emulsion oil component in Donelson's asphalt mixture is designed specifically for this aggregate. Two components within the emulsion oil are produced and distributed exclusively to Donelson Construction Co. by Donelson Sealant Technologies. (DST- SCA set control agent and DST- Flex performance additive)
8. Donelson Construction has developed a proprietary product, and method to use the same, (MAQS<sup>®</sup> - Flex) as a large-scale crack sealer. Current industry standards do not have a material specification or method of placement that is comparable.
9. Donelson Construction has invented and patented a unique piece of equipment, a material transfer unit, which is important to the overall operation of the MAQS<sup>®</sup>-PressurePave process. (US Patent No. 8,033,775B2)
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12. Donelson Construction has developed MAQS<sup>®</sup>-PressurePave Sealant material. (US Patent Pending)

In summary, Donelson Construction is clearly the only company that is able to manufacture and install these MAQS<sup>®</sup>-PressurePave products. Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink, reading "Michael J. Donelson". The signature is fluid and cursive, with the first name "Michael" and last name "Donelson" clearly legible.

Michael J. Donelson  
Owner

## Exhibit B

### ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

***Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars (\$100,000.00) or (2) Contractor employees fewer than ten (10) employees.***

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting “to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.”

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor’s rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By:   
[signature]

MICHAEL J. DONELSON  
Print Name

Its: MANAGING MEMBER  
[list title]

**34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1.** This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section\* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of [chapter 536](#) and, if applicable, section [536.028](#). This section and [chapter 536](#) are nonseverable and if any of the powers vested with the general assembly pursuant to [chapter 536](#) to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.



January 9, 2025

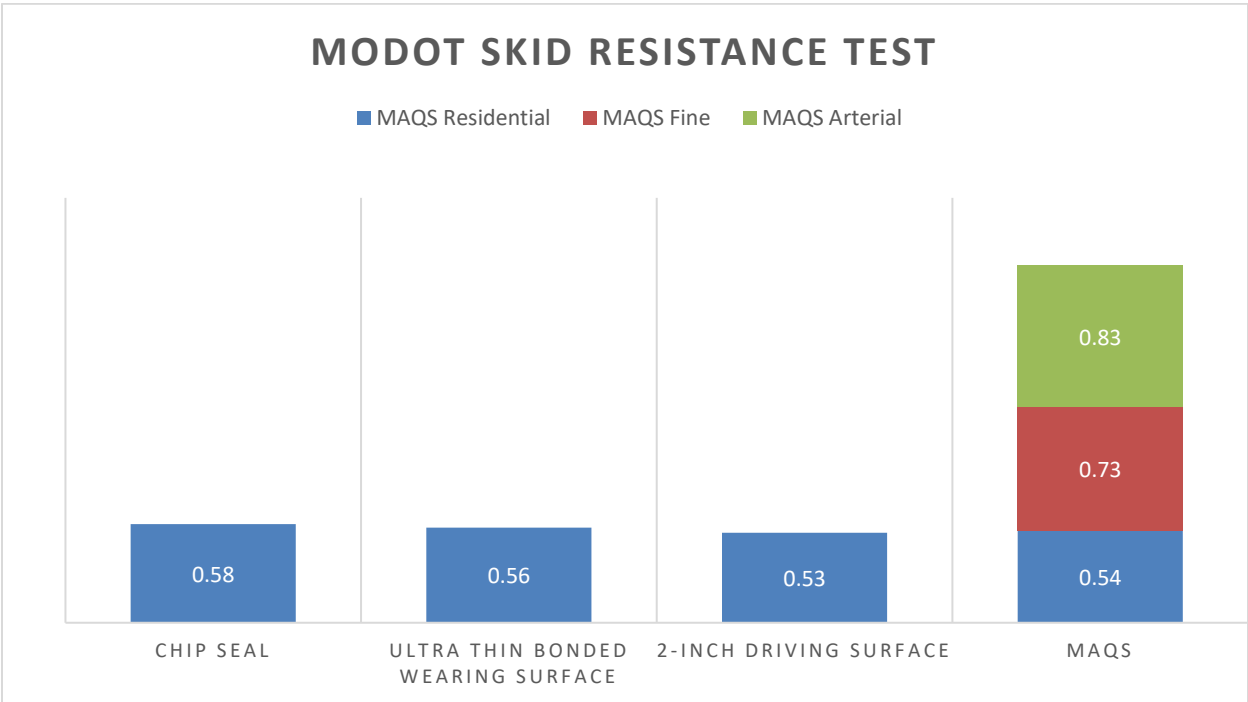
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Michael J. Donelson  
Owner



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-149

**Department:** Public Works

**Submitted By:** Joshua Martinez, Capital Projects Engineer

**Subject:** Ordinance to establish a public utility easement and abolish a certain section of alley right-of-way adjacent to Lot 2 and 3 Prairie Estate

**Summary:**

- Establishment of public utility easement adjacent to Lot 2 and Lot 3 Prairie Estate
- Vacation of public alley ROW adjacent to Lot 2 and Lot 3 Prairie Estate

**Background:**

The City of Liberty has an established petition process in which public right-of-way (ROW) may be vacated. Stervinou Construction Co Inc. has followed this process to request the vacation of ROW over an existing alley spanning between N. Grover St and N. Prairie St. adjacent to Lot 2 and Lot 3 Prairie Estate and obtained signatures from property owners and utility companies. One utility has requested that the vacation of ROW be accompanied by the establishment of a public utility easement. This easement will bear the same footprint as the ROW to be vacated and has been included within the Ordinance.

City staff have publicly advertised the petition in local news publications as required per City Code.

Staff recommends the City Council accept the establishment of a public utility easement and the petition for the vacation of ROW adjacent to Lot 2 and Lot 3 Prairie Estate.

**Previous Action (if applicable):**

NA

**Policy/Committee Review:**

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

**Financial Considerations:**

|                        |                               |         |
|------------------------|-------------------------------|---------|
| NA <b>Budgeted:</b>    | Line Item:                    | Amount: |
|                        | Line Item:                    | Amount: |
|                        | Revenue Line (if applicable): | Amount: |
| NA <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                        | Line Item:                    |         |
|                        | Funding Source:               | Amount: |

**Attachments:**

1. Ord to Adopt Easement & Vacate ROW Stervinou
2. Alley Vacation Petition

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ESTABLISH A PUBLIC UTILITY EASEMENT AND  
ABOLISH A CERTAIN SECTION OF ALLEY RIGHT-OF-WAY ADJACENT TO  
LOT 2 AND 3 PRAIRIE ESTATE

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, GRANTOR does hereby grant, bargain, sell, convey and reserve unto itself a certain permanent public utility easement or license to the City of Liberty, Missouri, GRANTEE to locate construct and maintain or to authorize the location, construction and maintenance of conduits, gas mains, water mains, sewer lines, poles, wires, anchors and surface drainage and all or any of them over, under and along the strips of land designated as "utility easement" as to the land described as follows:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 31 WEST, BEING ALL THAT PART OF THE 16.00 FOOT WIDE ALLEY LYING BETWEEN THE SOUTHERLY LINES OF OUT LOT 12, BARNES MAP OF LIBERTY AND THE NORTHERLY LINE OF OUT LOT 13, BARNES MAP OF LIBERTY, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUT LOT 12, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE EXISTING ALLEY WITH THE WESTERLY RIGHT OF WAY LINE OF N. PRAIRIE STREET; THENCE S00°00'00"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 16.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY AND SAID WESTERLY RIGHT OF WAY LINE OF N. PRAIRIE STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER SAID OUT LOT 13; THENCE N90°00'00"W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY AND THE NORTHERLY LINE OF SAID OUT LOT 13, A DISTANCE OF 174.50 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT WAY AND THE EASTERLY RIGHT OF WAY OF N. GROVER STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUT LOT 13; THENCE N00°00'00"W, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 16.00 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID ALLEY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID OUT LOT 12; THENCE S90°00'00"E, ALONG THE SOUTHERLY LINE OF SAID OUT LOT 12, AND THE NORTHERLY RIGHT OF WAY LINE OF SAID ALLEY, A DISTANCE OF 174.50 FEET TO THE POINT OF BEGINNING.

Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, and maintaining such utility mains and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such utility mains and appurtenances.

## SECTION II

The City Council of the City of Liberty, Clay County, Missouri, does hereby alter, abolishes and abandon a certain section of alley right-of-way in Winston Place as to the land described as follows:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 31 WEST, BEING ALL THAT PART OF THE 16.00 FOOT WIDE ALLEY LYING BETWEEN THE SOUTHERLY LINES OF OUT LOT 12, BARNES MAP OF LIBERTY AND THE NORTHERLY LINE OF OUT LOT 13, BARNES MAP OF LIBERTY, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUT LOT 12, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE EXISTING ALLEY WITH THE WESTERLY RIGHT OF WAY LINE OF N. PRAIRIE STREET; THENCE S00°00'00"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 16.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY AND SAID WESTERLY RIGHT OF WAY LINE OF N. PRAIRIE STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER SAID OUT LOT 13; THENCE N90°00'00"W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY AND THE NORTHERLY LINE OF SAID OUT LOT 13, A DISTANCE OF 174.50 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT WAY AND THE EASTERLY RIGHT OF WAY OF N. GROVER STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUT LOT 13; THENCE N00°00'00"W, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 16.00 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID ALLEY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID OUT LOT 12; THENCE S90°00'00"E, ALONG THE SOUTHERLY LINE OF SAID OUT LOT 12, AND THE NORTHERLY RIGHT OF WAY LINE OF SAID ALLEY, A DISTANCE OF 174.50 FEET TO THE POINT OF BEGINNING.

Subject to the easement herein above reserved.

SECTION III

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said ordinance to be filed with the Office of the Recorder of Deeds for Clay County, Missouri.

SECTION IV

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



CITY OF LIBERTY, MO  
RECEIVED  
DEC 23 2024  
BY JCM

## PETITION FOR VACATION OF RIGHT-OF-WAY

City of Liberty, Missouri  
Date of Document: 10/28/24

\*\*\*\*\*

TO THE MAYOR AND CITY COUNCIL OF LIBERTY, CLAY COUNTY, MISSOURI:  
101 E. Kansas Street, Liberty, MO 64068  
In reference to the described right-of-way, to wit: (Attach as Exhibit "A")

We the undersigned, representing property ownership of at least two-thirds of the front feet immediately adjoining the above described right-of-way, do hereby consent to, and request that the City Council vacate said right-of-way:

|    | complete signature     | address                 | date              |
|----|------------------------|-------------------------|-------------------|
| 1. | <u>Elizabeth Rouse</u> | <u>432 W. PRARIE ST</u> | <u>11-14-24</u>   |
| 2. | <u>B. Hannon</u>       | <u>440 N PRARIE ST</u>  | <u>12-18-2024</u> |
| 3. |                        |                         |                   |
| 4. |                        |                         |                   |
| 5. |                        |                         |                   |

(Use additional sheets if necessary)

{Pursuant to Section 25-14, Liberty City Code, consent of the persons owning at least two-thirds of the front feet immediately adjoining the subject right-of-way is required.}

\*\*\*\*\*

Bradley Stervinou  
(816)-824-0443

Ver. 10-3-2022

JUSTIFICATION

The reasons for requesting this action are as follows:

I OWN THE PARCEL FROM GROVER TO  
PEAIRIE ADJACENT TO ALLEY, BY REMOVING ALLEY  
THIS WOULD CREATE MD GREEN SPACE FOR  
\*\*\*\*\*  
THE PROPOSED SINGLE FAMILY HOMES,

PETITIONER

Be it known that I, GREG STEPHENSON, duly sworn upon my oath  
depone and affirm that I personally witnessed each signature above, and certify that each  
signature was a free act and deed of said individual.

Signature (Insert Printed Name)

G. Stephenson

address

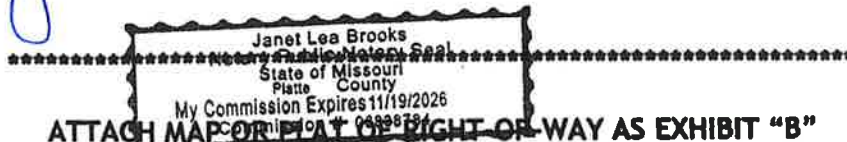
10207 NE 100TH ST. KCMO 64157

NOTARY

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss

Subscribed and sworn to me this 23rd day of December, 2024

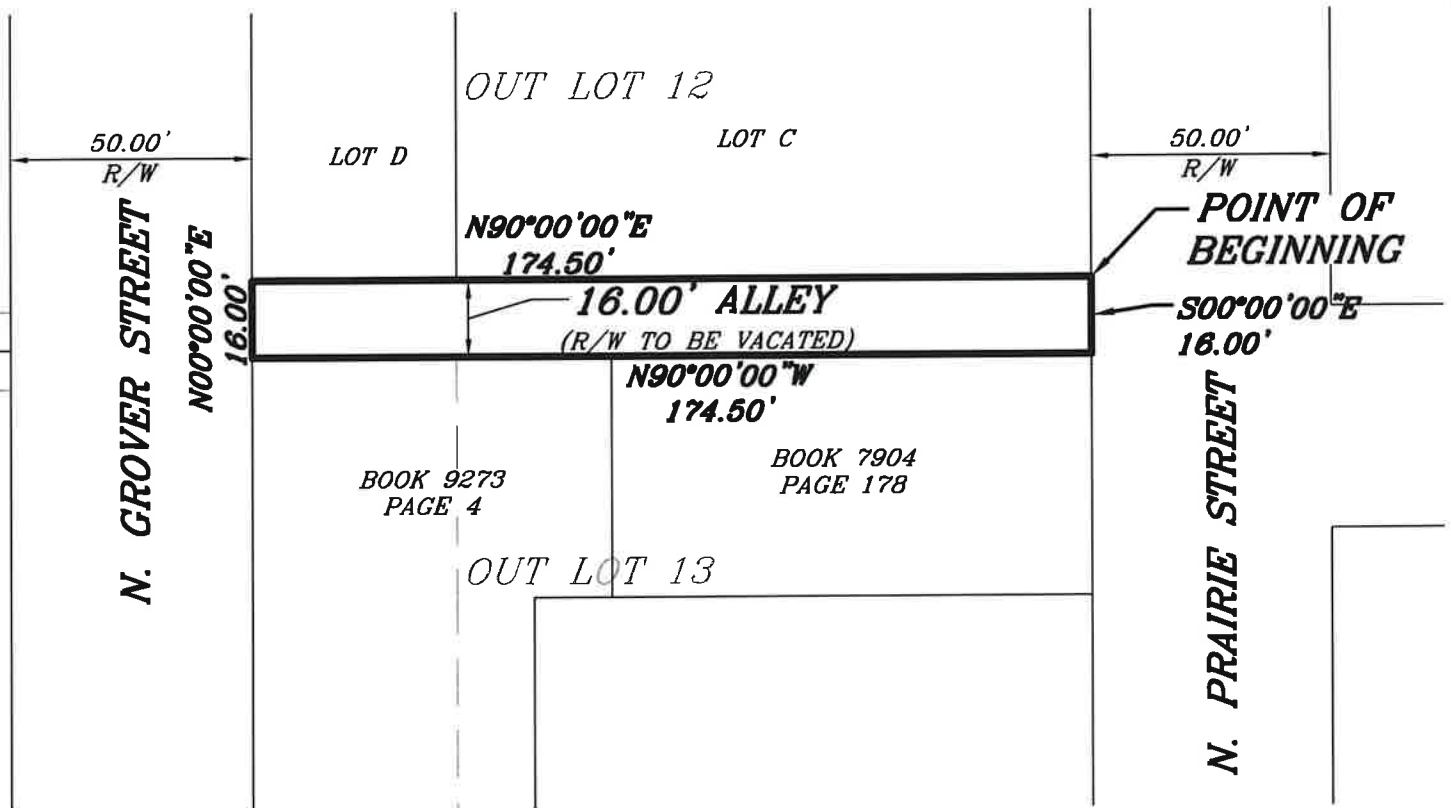
Notary Public: Janet Brooks My commission expires: 11/19/2026



**ATTACH MAP OF RIGHT OF WAY AS EXHIBIT "B"**  
**UTILITY DISCLAIMER OF CURRENT AND FUTURE USE**

The undersigned utility companies do hereby disclaim any current and future use of  
the right-of-way described in Exhibit "A", and express no opposition to the City Council action  
to vacate said right-of-way.

\*\*\*\*\*

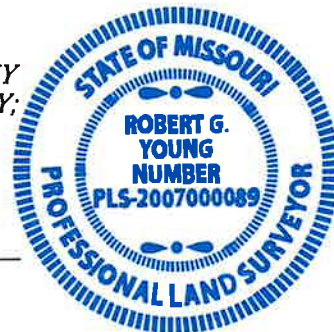


**SURVEYORS DECLARATION:**

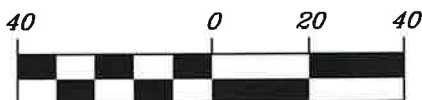
I HEREBY DECLARE THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION FOR ALLEY RIGHT OF WAY VACATION PURPOSES ONLY; THAT THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

*Robert G. Young*  
 ROBERT G. YOUNG, PLS-2007000089

1/23/2025  
 DATE



**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 40 ft.

© COPYRIGHT 2025 R.L. BUFORD & ASSOCIATES, LLC

E:\A-CLAY COUNTY\L-25002 STERVINO PRAIRIE ST ALLEY VACATION\DWG\L-25002 ALLEY-VAC.DWG



**R.L. Buford & Associates, LLC**

LAND SURVEYING - DEVELOPMENT CONSULTANTS  
 R.L. BUFORD & ASSOCIATES, LLC  
 KS CERT. OF AUTHORITY CERTIFICATE NO. LS-279

P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6152

FOR **GREG STERVINO**  
 ALLEY VACATION  
 BARNES MAP OF LIBERTY

SEC.-TWP.-RGE.  
 7-51-31

DATE  
 1/23/2025

COUNTY  
 CLAY

FIELD BOOK & PAGE  
 LOOSE LEAF

JOB NO.  
 L-25002

DRAWN BY  
 ABH

**RIGHT OF WAY VACATION**

## EXHIBIT A - LEGAL DESCRIPTION OF UTILITY EASEMENT

CONTAINING 2,792 SQUARE FEET OR 0.06 ACRES

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 31 WEST, BEING ALL THAT PART OF THE 16.00 FOOT WIDE ALLEY LYING BETWEEN THE SOUTHERLY LINES OF OUT LOT 12, BARNES MAP OF LIBERTY AND THE NORTHERLY LINE OF OUT LOT 13, BARNES MAP OF LIBERTY, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUT LOT 12, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE EXISTING ALLEY WITH THE WESTERLY RIGHT OF WAY LINE OF N. PRAIRIE STREET; THENCE S00°00'00"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 16.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY AND SAID WESTERLY RIGHT OF WAY LINE OF N. PRAIRIE STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER SAID OUT LOT 13; THENCE N90°00'00"W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY AND THE NORTHERLY LINE OF SAID OUT LOT 13, A DISTANCE OF 174.50 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT WAY AND THE EASTERLY RIGHT OF WAY OF N. GROVER STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUT LOT 13; THENCE N00°00'00"W, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 16.00 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID ALLEY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID OUT LOT 12; THENCE S90°00'00"E, ALONG THE SOUTHERLY LINE OF SAID OUT LOT 12, AND THE NORTHERLY RIGHT OF WAY LINE OF SAID ALLEY, A DISTANCE OF 174.50 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION WAS PREPARED BY ROBERT G. YOUNG, PLS-2007000089 ON JANUARY 30, 2025.

EXHIBIT B - LEGAL DESCRIPTION OF ALLEY RIGHT OF WAY TO BE ABOLISHED

CONTAINING 2,792 SQUARE FEET OR 0.06 ACRES

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 31 WEST, BEING ALL THAT PART OF THE 16.00 FOOT WIDE ALLEY LYING BETWEEN THE SOUTHERLY LINES OF OUT LOT 12, BARNES MAP OF LIBERTY AND THE NORTHERLY LINE OF OUT LOT 13, BARNES MAP OF LIBERTY, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUT LOT 12, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE EXISTING ALLEY WITH THE WESTERLY RIGHT OF WAY LINE OF N. PRAIRIE STREET; THENCE S00°00'00"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 16.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY AND SAID WESTERLY RIGHT OF WAY LINE OF N. PRAIRIE STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER SAID OUT LOT 13; THENCE N90°00'00"W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY AND THE NORTHERLY LINE OF SAID OUT LOT 13, A DISTANCE OF 174.50 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT WAY AND THE EASTERLY RIGHT OF WAY OF N. GROVER STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUT LOT 13; THENCE N00°00'00"W, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 16.00 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID ALLEY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID OUT LOT 12; THENCE S90°00'00"E, ALONG THE SOUTHERLY LINE OF SAID OUT LOT 12, AND THE NORTHERLY RIGHT OF WAY LINE OF SAID ALLEY, A DISTANCE OF 174.50 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION WAS PREPARED BY ROBERT G. YOUNG, PLS-2007000089 ON JANUARY 30, 2025.







Spire Missouri Inc.  
700 Market St.  
St. Louis, MO 63101

12/3/2024

Bradan Stervinou  
Project Manager  
816-824-0443  
Bradan@stervinouconstruction.com

**Re: Bradan Stervinou  
Alley vacate request between North Grover Street & North Prairie Street**

**Vacation: Alley vacate request between North Grover Street & North Prairie Street**

Bradan,

In response to your email letter dated 12/3/2024 relative to the above referenced alley vacate request between North Grover Street & North Prairie Street

Please be advised that Spire Missouri Inc. ("Spire"), **has facilities** within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

  
Alex Sammet (Dec 12, 2024 15:19 CST)  
Alex Sammet  
Right of Way Area Manager, Missouri  
Spire Missouri Inc.

TJF: JLS  
cc: Bradan Stervinou

Engineering Dept. Approval:   
Jose Arellano

System Planning Approval:   
PAC

816-381-0969 SEE ATTACHED LETTER - REQUESTING SAVINGS CLAUSE  
SPIRE ENERGY (GAS) - 816.379.401 DUE TO GAS MAIN LOCATED IN ALLEY

By: Johnny Strauss Date: 12/13/2024  
Signature  
Name: Johnny Strauss Title: Right of Way Representative  
(Insert Printed Name)

EVERGY - 816.420.4717

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Insert Printed Name)

AT&T TELEPHONE - 816.275.2341

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Insert Printed Name)

SPECTRUM CABLE - 913.601.2504

By: [Signature] Date: 11-24-24  
Signature  
Name: Christine Arrett Title: Construction Supervisor  
(Insert Printed Name)  
at conjunction w/ Evergy Poles.

UNITED FIBER - 816.963.4237

By: Thurston Plumley Date: 12/3/2024  
signature  
Name: Thurston Plumley Title: Chief Construction Officer  
type or print

GOOGLE?

Ver. 10-3-2022



SPIRE ENERGY (GAS) - 816.399.9401

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Insert Printed Name)

\*\*\*\*\*

EVERGY - 816.420.4717

By: J. Brent Gerling Date: 12/5/24  
Signature

Name: J. Brent Gerling Title: Supervisor - Evergy  
(Insert Printed Name)

\*\*\*\*\*

AT&T TELEPHONE - 816.275.2341

By: Carrie Cilke Date: 12-4-24  
Signature

Name: Carrie Cilke Title: ROW Manager  
(Insert Printed Name)

+ In conjunction with vacate of alleyway between N Grover Street  
and N Prairie Street in Liberty, MO. - Final Plat Prairie Estate.

SPECTRUM CABLE - 913.601.2504

By: Christine Arrett Date: 11-24-24  
Signature

Name: Christine Arrett Title: Construction Supervisor  
(Insert Printed Name)

\* in conjunction w/ Evergy Poles.

UNITED FIBER - 816.963.4237

By: Thurston Plumley Date: 12/3/2024  
signature

Name: Thurston Plumley Title: Chief Construction Officer  
type or print

\*\*\*\*\*

Ver. 10-3-2022

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**CITY OF LIBERTY, MISSOURI**

Director of Public Works

by: Sheila McIntyre  
Name: SHEILA MCINTYRE  
Phone: 816.439.4501

Chief Building Official

by: Jeremy Adams  
Name: JEREMY ADAMS  
Phone: 816.439.4535

City Engineer

by: John Endrey  
Name: JOHN ENDREY  
Phone: 816.439.4507

comments: \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

**INSTRUCTIONS**

**THIS PETITION FORM MUST BE FILLED OUT IN ITS ENTIRETY**

Call any of the above city officials if you have any questions. Please return the completed petition to the Engineering Department, along with the required fee, to the Third Floor, Liberty City Hall, 101 East Kansas. Additional information may be requested as needed. After review, the petition will be placed on the City Council agenda for consideration.

Ver. 10-3-2022



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-100

**Department:** Police

**Submitted By:** Jason Bearden, Police Officer

**Subject:** Resolution authorizing the filing of an application with the Missouri Division of Highway Safety for a highway safety law enforcement grant (hazardous moving vehicles)

**Summary:**

- The Missouri Highway Safety and Traffic Division offers supplemental funding for extra presence and enforcement on the roadways.
- The Liberty Police Department has requested \$32,910.00 from the Missouri Highway Safety and Traffic Division to conduct enforcement of Hazardous Moving Violations, and for funds to purchase additional RADAR/LIDAR speed reading instruments.
- The primary enforcement areas would be W. Kansas St. from N. Clayview to the westernmost city limits, 291 Highway, South Liberty Parkway and US 69.
- The resolution is to participate in the Highway Safety Program.

**Background:**

The purpose of this resolution is to enhance roadway safety by approving the receipt and disbursement of supplemental funds from the Missouri Highway Safety and Traffic Division, to support the Liberty Police Department in the enforcement of hazardous moving violations. The following statistics were pulled from the Missouri Highway Patrol crash reporting system, years 2020-2022:

Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

The following statistics were pulled from the Missouri Highway Patrol crash reporting system, years 2021–2023:

Clay County Total Crashes - 14,597 - 6th in State  
City of Liberty Total Crashes - 1,884 - 31st in State

Clay County Disabling Crashes - 316 - 7th in State  
City of Liberty Disabling Crashes - 40 - 26th in State

Clay County Fatal Crashes - 51 - 9th in State  
City of Liberty Fatal Crashes - 5 - 18th in State

Clay County Speed Related Crashes - 1,833 - 6th in State  
City of Liberty Speed Related Crashes - 211 - 30th in State

The City of Liberty, and Clay County, have seen a slight increase in all traffic crashes. The majority of crashes that occur in the city take place on W. Kansas St. from N. Clayview Dr. westbound to the western city limits, and on Missouri 291 Highway. The crashes on W. Kansas St. are normally slower speed crashes due to the high volume of traffic. The crashes on MO 291 Highway, though less frequent, are generally at higher speeds with a greater risk for injury.

There has been a noticeable increase in severe traffic crashes on South Liberty Parkway and US 69 Highway, and it is not uncommon to find most drivers going 20 mph over the posted limit on these two roadways.

Most traffic crashes occur between Monday and Saturday, from 7 a.m. to 9 p.m. The high volume of traffic is due to the many shopping centers, businesses and schools in the area.

**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:**

|                     |                               |         |
|---------------------|-------------------------------|---------|
| <b>Budgeted:</b>    | Line Item:                    | Amount: |
|                     | Line Item:                    | Amount: |
|                     | Revenue Line (if applicable): | Amount: |
| <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                     | Line Item:                    |         |
|                     | Funding Source:               | Amount: |

**Attachments:**

1. Resolution HMV
2. 2026 HMV Application
3. City\_Authorization\_Form for MoDOT Grants - PD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION  
WITH THE MISSOURI DIVISION OF HIGHWAY SAFETY FOR A HIGHWAY  
SAFETY LAW ENFORCEMENT GRANT (HAZARDOUS MOVING VEHICLES)

WHEREAS, the Police department of the City of Liberty, Clay County, Missouri, has identified Kansas Street, 291 Highway, South Liberty Parkway and US-69 Highway as high accident locations within the City; and

WHEREAS, assistance to reduce these traffic accidents with additional enforcement action is sought through application to the Missouri Division of Highway Safety for a Law Enforcement Grant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the City hereby authorizes application for funding from the Missouri Department of Highway Safety through a law enforcement grant;

BE IT FURTHER RESOLVED, that the City will continue its enforcement efforts in these high accident locations as long as they are identified as such.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK



Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2025 through September 30, 2026  
(Application due by March 01, 2025)

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102

|                             |                       |                                 |                        |             |            |                |      |
|-----------------------------|-----------------------|---------------------------------|------------------------|-------------|------------|----------------|------|
| <b>Agency:</b>              | Liberty Police Dept.  | <b>Agency ORI#:</b>             | MO0240600              |             |            |                |      |
| <b>Address:</b>             | 101 E Kansas          | <b>Federal Tax ID#:</b>         | 446000213              |             |            |                |      |
|                             |                       | <b>DUNS #:</b>                  | ERLAFDN1KNL1           |             |            |                |      |
| <b>City:</b>                | Liberty               | <b>State:</b>                   | MO                     | <b>Zip:</b> | 64068-2313 | <b>County:</b> | Clay |
| <b>Phone:</b>               | 816-439-4701          | <b>Fax:</b>                     | 816-439-4745           |             |            |                |      |
| <b>Contact:</b>             | Officer Jason Bearden | <b>Email:</b>                   | jbearden@libertymo.gov |             |            |                |      |
| <b>Jurisdiction:</b>        | Rural                 | <b>Jurisdiction Population:</b> | 30,564                 |             |            |                |      |
| <b>Targeted Population:</b> | All Drivers           |                                 |                        |             |            |                |      |

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

|                           |                 |                          |             |
|---------------------------|-----------------|--------------------------|-------------|
| <b>Project Title:</b>     | HMV Enforcement | <b>Requested Amount:</b> | \$32,910.00 |
| <b>Brief Description:</b> | HMV Enforcement |                          |             |

Jim Martin

Authorizing Official

Authorizing Official Signature

Chief of Police

Authorizing Official Title

## PROBLEM IDENTIFICATION

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Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

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There has been a noticeable increase in severe traffic crashes on South Liberty Parkway and US 69 Highway, and it is not uncommon to find most drivers going 20 mph over the posted limit on these two roadways.

Most traffic crashes occur between Monday and Saturday, from 7:00am to 9:00pm. The high volume of traffic is due to the many shopping centers, businesses and schools in the area.

## GOALS/OBJECTIVES

---

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

The Liberty Police Department will continue to develop and refine the traffic safety plan and focus on high visibility enforcement of hazardous moving violations, such as speeding, following too closely, failing to yield, signal light and stop sign violations, ect.



## PROJECT DESCRIPTION

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To generate voluntary compliance of traffic laws from the motoring public through high visibility enforcement and education.

## SUPPLEMENTAL INFORMATION

| <u>Question</u>                                                                                                                                                                                                                                                                                                                                        | <u>Answer</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>You must answer the following questions.</b>                                                                                                                                                                                                                                                                                                        |               |
| 1 Does your agency have and enforce a safety belt policy for all employees/personnel?                                                                                                                                                                                                                                                                  | Yes           |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                                 | Yes           |
| 3 Does your agency report racial profiling data annually?                                                                                                                                                                                                                                                                                              | Yes           |
| 4 Does your agency report to MOCARS?                                                                                                                                                                                                                                                                                                                   | Yes           |
| 5 Does your agency report MIBRS information annually?                                                                                                                                                                                                                                                                                                  | Yes           |
| 6 Please explain any NO answer(s) to questions 1-5:                                                                                                                                                                                                                                                                                                    |               |
| 7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?                                                                                                                                                                 | Yes           |
| 8 If NO, please explain.                                                                                                                                                                                                                                                                                                                               |               |
| 9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?                                                                                                                                                                                                    | No            |
| 10 If YES, please explain.                                                                                                                                                                                                                                                                                                                             |               |
| 11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?                                                                                                                                                                                                                                         | No            |
| 12 If YES, please explain.                                                                                                                                                                                                                                                                                                                             |               |
| 13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?                                                                                                                                                                                | No            |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.<br>2022 - \$9,477.71 (Shortage of staff. Patrol OT was focused on shift coverage)<br>2023 - \$3,885.67 (Shortage of staff. Patrol OT was focused on shift coverage)<br>2024 - No unexpended balance |               |
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                       | No            |
| 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                                             | No            |

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

|                                                                                |      |
|--------------------------------------------------------------------------------|------|
| 18 Total number of DWI violations written by your agency.                      | 95   |
| 19 Total number of speeding citations written by your agency.                  | 564  |
| 20 Total number of HVM citations written by your agency.                       | 1127 |
| 21 Total number of child safety/booster seat citations written by your agency. | 15   |
| 22 Total number of safety belt citations written by your agency.               | 37   |
| 23 Total number of warnings issued.                                            | 2315 |

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

|                                                                                   |      |
|-----------------------------------------------------------------------------------|------|
| 24 Total number of traffic crashes.                                               | 1884 |
| 25 Total number of traffic crashes resulting in a fatality.                       | 5    |
| 26 Total number of traffic crashes resulting in a serious injury.                 | 39   |
| 27 Total number of speed-related traffic crashes.                                 | 211  |
| 28 Total number of speed-related traffic crashes resulting in a fatality.         | 3    |
| 29 Total number of speed-related traffic crashes resulting in a serious injury.   | 6    |
| 30 Total number of alcohol-related traffic crashes.                               | 86   |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality.       | 1    |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 1    |
| 33 Total number of unbuckled fatalities.                                          | 2    |
| 34 Total number of unbuckled serious injuries.                                    | 6    |

**Enter your agency's information below.**

|                                                              |    |
|--------------------------------------------------------------|----|
| 35 Total number of commissioned law enforcement officers.    | 49 |
| 36 Total number of commissioned patrol and traffic officers. | 35 |

|    |                                                                                                                           |    |
|----|---------------------------------------------------------------------------------------------------------------------------|----|
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement.                                 | 45 |
| 38 | Total number of vehicles available for enforcement.                                                                       | 16 |
| 39 | Total number of radars/lasers.                                                                                            | 22 |
| 40 | Total number of in-car video cameras.                                                                                     | 16 |
| 41 | Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.<br>14 PBTs |    |
| 42 | Total number of Breath Instruments.                                                                                       | 1  |

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 43 | Identify primary enforcement locations.<br><br>W. Kansas St. from North Clayview Drive to the western city limits.<br>MO 291 Highway from the southern city limits to the northern city limits.<br>South Liberty Parkway from MO 291 Highway to the western city limits.<br>US 69 Highway from the northern city limits (MO 33) to I-35                                                                                                                                     |   |
| 44 | Enter the number of enforcement periods your agency will conduct each month.                                                                                                                                                                                                                                                                                                                                                                                                | 1 |
| 45 | Enter the months in which enforcement will be conducted.<br><br>All months of the fiscal year.                                                                                                                                                                                                                                                                                                                                                                              |   |
| 46 | Enter the days of the week in which enforcement will be conducted.<br><br>Monday through Saturday.                                                                                                                                                                                                                                                                                                                                                                          |   |
| 47 | Enter the time of day in which enforcement will be conducted.<br><br>7:00am through 9:00pm                                                                                                                                                                                                                                                                                                                                                                                  |   |
| 48 | Enter the number of officers assigned during the enforcement period.                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |
| 49 | If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.<br><br>Our department currently has one handheld RADAR unit and one LIDAR unit, with two additional RADARs and two LIDARs arriving in March. The additional units were requested and granted on the FY 25 HVM grant. We are requesting two additional handheld units of each so that we can have additional officers performing speed enforcement . |   |

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The HMV grant has been consistent in having officers dedicate time each month to enforcement activities and the submission of vouchers and enforcement activity reports have been submitted in a timely manner.

## ADDITIONAL FUNDING SOURCES

---

See Attached.

## BUDGET

| Category              | Item                     | Description                          | Quantity | Unit Cost  | Total              | Match         | Total Requested    |
|-----------------------|--------------------------|--------------------------------------|----------|------------|--------------------|---------------|--------------------|
| <b>Equipment</b>      |                          |                                      |          |            |                    |               |                    |
|                       | RADAR/LIDAR              | Stalker II Handheld RADAR            | 2        | \$1,610.00 | \$3,220.00         | \$0.00        | <b>\$3,220.00</b>  |
|                       | RADAR/LIDAR              | Stalker LIDAR RLR                    | 2        | \$2,845.00 | \$5,690.00         | \$0.00        | <b>\$5,690.00</b>  |
|                       |                          |                                      |          |            | <b>\$8,910.00</b>  | <b>\$0.00</b> | <b>\$8,910.00</b>  |
| <b>Personnel</b>      |                          |                                      |          |            |                    |               |                    |
|                       | Overtime and/or Fringe   | Officer Overtime for HMV Enforcement | 280      | \$75.00    | \$21,000.00        | \$0.00        | <b>\$21,000.00</b> |
|                       |                          |                                      |          |            | <b>\$21,000.00</b> | <b>\$0.00</b> | <b>\$21,000.00</b> |
| <b>Training</b>       |                          |                                      |          |            |                    |               |                    |
|                       | Professional Development | LETSAC                               | 3        | \$1,000.00 | \$3,000.00         | \$0.00        | <b>\$3,000.00</b>  |
|                       |                          |                                      |          |            | <b>\$3,000.00</b>  | <b>\$0.00</b> | <b>\$3,000.00</b>  |
| <b>Total Contract</b> |                          |                                      |          |            | <b>\$32,910.00</b> | <b>\$0.00</b> | <b>\$32,910.00</b> |

ATTACHMENTS

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

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| PDF                  | PDF Document       | 2023 SEFA.pdf             | 02/21/2025        |





## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

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Council Member

\_\_\_\_\_  
Mayor



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-101

**Department:** Police

**Submitted By:** Jason Bearden, Police Officer

**Subject:** Resolution authorizing the filing of an application with the Missouri Division of Highway Safety for a highway safety law enforcement grant (driving while intoxicated enforcement)

**Summary:**

- The Missouri Highway Safety and Traffic Division offers supplemental funding for extra police presence and enforcement on the roadways.
- The Liberty Police Department has requested \$9,000.00 from the Missouri Highway Safety and Traffic Division for officers to conduct dedicated impaired driving detection and enforcement.
- The resolution is to participate in the Highway Safety Program.

**Background:**

The purpose of this resolution is to enhance roadway safety by approving the receipt and disbursement of supplemental funds from the Missouri Highway Safety and Traffic Division, to support the Liberty Police Department in the enforcement of impaired driving.

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes. However, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

During the past three years, there have been 1,884 traffic crashes in the city limits of Liberty. Of those crashes, 92 involved alcohol or drugs.

The following statistics were pulled from the Missouri Highway Patrol crash reporting system, years 2021–2023:

Clay County Traffic Crashes - 14,597 - 6th in State  
City of Liberty Traffic Crashes - 1,884 - 31st in State

Clay County Alcohol Involved Crashes - 531 - 6th in State  
City of Liberty Alcohol Involved Crashes - 86 - 19th in State

Clay County Alcohol Involved Fatal Traffic Crashes - 10 - 8th in State  
City of Liberty Alcohol Involved Fatal Traffic Crashes - 1 - 7th in State

Clay County Alcohol and Drug Involved Crashes - 29 - 7th in State  
City of Liberty Alcohol and Drug Involved Crashes - 6 - 15th in State

Clay County Alcohol and Drug Involved Fatal Crashes - 1 - 6th in State  
City of Liberty Alcohol and Drug Related Fatal Crashes - 0

In 2024, the Liberty Police Department made 91 arrests for Driving While Intoxicated. Most of these arrests occurred between 7 p.m. and 3 a.m. The funding received through this grant will be used to target impaired drivers and create safer roadways for all.

**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:**

|                     |                               |         |
|---------------------|-------------------------------|---------|
| <b>Budgeted:</b>    | Line Item:                    | Amount: |
|                     | Line Item:                    | Amount: |
|                     | Revenue Line (if applicable): | Amount: |
| <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                     | Line Item:                    |         |
|                     | Funding Source:               | Amount: |

**Attachments:**

1. Resolution DWI
2. 2026 DWI Application
3. City\_Authorization\_Form for MoDOT Grants - PD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE  
MISSOURI DIVISION OF HIGHWAY SAFETY FOR A HIGHWAY SAFETY LAW  
ENFORCEMENT GRANT (DWI ENFORCEMENT)

WHEREAS, the police department of the City of Liberty, Clay County, Missouri, has identified impaired drivers as a cause of numerous traffic accidents, injuries and fatalities; and

WHEREAS, assistance to reduce the number of impaired drivers with additional enforcement action is sought through application to the Missouri Division of Highway Safety for a Law Enforcement Grant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the City hereby authorizes application for funding from the Missouri Department of Highway Safety through a law enforcement grant;

BE IT FURTHER RESOLVED, that the City will continue its enforcement efforts to remove impaired drivers from the road.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK



Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2025 through September 30, 2026  
(Application due by March 01, 2025)

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102

**Agency:** Liberty Police Dept. **Agency ORI#:** MO0240600  
**Address:** 101 E Kansas **Federal Tax ID#:** 446000213  
**DUNS #:** ERLAFDN1KNL1  
**City:** Liberty **State:** MO **Zip:** 64068-2313 **County:** Clay  
**Phone:** 816-439-4701 **Fax:** 816-439-4745  
**Contact:** Officer Jason Bearden **Email:** jbearden@libertymo.gov  
**Jurisdiction:** Rural **Jurisdiction Population:** 30,564  
**Targeted Population:** Impaired Drivers

**Project activity for which your agency is requesting funding:**

Impaired Driving

**Project Title:** Impaired Driving Enforcement **Requested Amount:** \$9,000.00  
**Brief Description:** Impaired Driving Enforcement

Jim Martin

Authorizing Official

Authorizing Official Signature

Chief of Police

Authorizing Official Title

## PROBLEM IDENTIFICATION

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Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

During the past three years there were 1,884 traffic crashes in the city limits of Liberty. Of those crashes, 92 involved alcohol or drugs.

The following statistics were pulled from the Missouri Highway Patrol crash reporting system, years 2021 - 2023:

Clay County Traffic Crashes - 14,597 - 6th in State  
City of Liberty Traffic Crashes - 1,884 - 31st in State

Clay County Alcohol Involved Crashes - 531 - 6th in State  
City of Liberty Alcohol Involved Crashes - 86 - 19th in State

Clay County Alcohol Involved Fatal Traffic Crashes - 10 - 8th in State  
City of Liberty Alcohol Involved Fatal Traffic Crashes - 1 - 7th in State

Clay County Alcohol and Drug Involved Crashes - 29 - 7th in State  
City of Liberty Alcohol and Drug Involved Crashes - 6 - 15th in State

Clay County Alcohol and Drug Involved Fatal Crashes - 1 - 6th in State  
City of Liberty Alcohol and Drug Related Fatal Crashes - 0

In 2024, the Liberty Police Department made 91 arrests for Driving While Intoxicated. Most of these arrests occurred between 7:00pm and 3:00am. The funding received through this grant will be used to target impaired drivers and create safer roadways for all.

## GOALS/OBJECTIVES

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As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

The police department will develop and implement a high visibility impaired driving enforcement plan involving both saturation patrols and dedicated enforcement shifts. The saturation patrols and dedicated shifts will coincide with the statewide campaigns to remove impaired drivers from the roadways and prevent impaired driving.

## PROJECT DESCRIPTION

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This grant will be used to develop and implement a high visibility DWI enforcement plan involving both saturation patrols and dedicated DWI enforcement shifts. The saturation patrols and DWI enforcement shifts will coincide with the established DWI enforcement campaigns, including the Spring Impaired Driving campaign, 4/20 Impaired enforcement Campaign, and the Drive Sober or Get Pulled Over summer and winter campaigns.



## SUPPLEMENTAL INFORMATION

| <u>Question</u>                                                                                                                                                                                                                                                                                                                                      | <u>Answer</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>You must answer the following questions.</b>                                                                                                                                                                                                                                                                                                      |               |
| 1 Does your agency have and enforce a safety belt policy for all employees/personnel?                                                                                                                                                                                                                                                                | Yes           |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                               | Yes           |
| 3 Does your agency report racial profiling data annually?                                                                                                                                                                                                                                                                                            | Yes           |
| 4 Does your agency report to MOCARS?                                                                                                                                                                                                                                                                                                                 | Yes           |
| 5 Does your agency report MIBRS information annually?                                                                                                                                                                                                                                                                                                | Yes           |
| 6 Please explain any NO answer(s) to questions 1-5:                                                                                                                                                                                                                                                                                                  |               |
| 7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?                                                                                                                                                               | Yes           |
| 8 If NO, please explain.                                                                                                                                                                                                                                                                                                                             |               |
| 9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?                                                                                                                                                                                                  | No            |
| 10 If YES, please explain.                                                                                                                                                                                                                                                                                                                           |               |
| 11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?                                                                                                                                                                                                                                       | No            |
| 12 If YES, please explain.                                                                                                                                                                                                                                                                                                                           |               |
| 13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?                                                                                                                                                                              | No            |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.<br>2022 - \$307.88 (Shortage of staff. Patrol OT was focused on shift coverage)<br>2023 - \$1,195.55 (Shortage of staff. Patrol OT was focused on shift coverage)<br>2024 - No Unexpended Balance |               |
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                     | No            |
| 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                                           | No            |

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

|                                                                                |      |
|--------------------------------------------------------------------------------|------|
| 18 Total number of DWI violations written by your agency.                      | 95   |
| 19 Total number of speeding citations written by your agency.                  | 564  |
| 20 Total number of HVM citations written by your agency.                       | 1127 |
| 21 Total number of child safety/booster seat citations written by your agency. | 15   |
| 22 Total number of safety belt citations written by your agency.               | 37   |
| 23 Total number of warnings issued.                                            | 2315 |

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

|                                                                                   |      |
|-----------------------------------------------------------------------------------|------|
| 24 Total number of traffic crashes.                                               | 1884 |
| 25 Total number of traffic crashes resulting in a fatality.                       | 5    |
| 26 Total number of traffic crashes resulting in a serious injury.                 | 39   |
| 27 Total number of speed-related traffic crashes.                                 | 211  |
| 28 Total number of speed-related traffic crashes resulting in a fatality.         | 3    |
| 29 Total number of speed-related traffic crashes resulting in a serious injury.   | 6    |
| 30 Total number of alcohol-related traffic crashes.                               | 86   |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality.       | 1    |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 1    |
| 33 Total number of unbuckled fatalities.                                          | 2    |
| 34 Total number of unbuckled serious injuries.                                    | 6    |

**Enter your agency's information below.**

|                                                              |    |
|--------------------------------------------------------------|----|
| 35 Total number of commissioned law enforcement officers.    | 49 |
| 36 Total number of commissioned patrol and traffic officers. | 35 |

|    |                                                                                                                           |    |
|----|---------------------------------------------------------------------------------------------------------------------------|----|
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement.                                 | 45 |
| 38 | Total number of vehicles available for enforcement.                                                                       | 16 |
| 39 | Total number of radars/lasers.                                                                                            | 22 |
| 40 | Total number of in-car video cameras.                                                                                     | 16 |
| 41 | Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.<br>14 PBTs |    |
| 42 | Total number of Breath Instruments.                                                                                       | 1  |

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 43 | Identify primary enforcement locations.<br><br>Inside the city limits of Liberty, with an emphasis on W. Kansas St. from N. Clayview Dr. to the westernmost city limits, and all of MO 291 Highway. Although a majority of our traffic crashes happen on these two roadways, DWI's and DWI-related crashes happen all throughout the city.                                                                                                               |   |
| 44 | Enter the number of enforcement periods your agency will conduct each month.                                                                                                                                                                                                                                                                                                                                                                             | 1 |
| 45 | Enter the months in which enforcement will be conducted.<br><br>All months, with an emphasis on holidays and established DWI enforcement campaigns. DWI saturation enforcement will be scheduled to coincide with established DWI enforcement campaigns:<br><br>*Spring Impaired Enforcement Campaign (14 March to 18 April)<br>*4/20 Impaired Enforcement Campaign (19 April to 20 April)<br>*Drive Sober or Get Pulled Over (15 August to 1 September) |   |
| 46 | Enter the days of the week in which enforcement will be conducted.<br><br>Thursday, Friday, Saturday, Sunday and Monday                                                                                                                                                                                                                                                                                                                                  |   |
| 47 | Enter the time of day in which enforcement will be conducted.<br><br>7:00pm to 03:00am                                                                                                                                                                                                                                                                                                                                                                   |   |
| 48 | Enter the number of officers assigned during the enforcement period.                                                                                                                                                                                                                                                                                                                                                                                     | 4 |
| 49 | If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.<br><br>None for DWI enforcement                                                                                                                                                                                                                                                                                                  |   |

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Submission of reimbursement vouchers and enforcement activity reports will be submitted in a timely manner, and evaluated throughout the fiscal year for effectiveness.

## ADDITIONAL FUNDING SOURCES

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## BUDGET

| Category       | Item                   | Description                                                     | Quantity | Unit Cost  | Total      | Match  | Total Requested |
|----------------|------------------------|-----------------------------------------------------------------|----------|------------|------------|--------|-----------------|
| Personnel      |                        |                                                                 |          |            |            |        |                 |
|                | Overtime and/or Fringe | Impaired Driving Enforcement Overtime - Approximately 120 hours | 1        | \$9,000.00 | \$9,000.00 | \$0.00 | \$9,000.00      |
|                |                        |                                                                 |          |            | \$9,000.00 | \$0.00 | \$9,000.00      |
| Total Contract |                        |                                                                 |          |            | \$9,000.00 | \$0.00 | \$9,000.00      |

ATTACHMENTS

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF                  | PDF Document       | 2023 SEFA.pdf             | 02/21/2025        |



## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

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Council Member

\_\_\_\_\_  
Mayor





**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-140

**Department:** Administration

**Submitted By:**

**Subject:** Oath administered to Elected Officials

Matthew Smith, Treasurer  
Terry Mills, Auditor  
Cameron Brenton, Constable  
David Fulk, City Clerk  
Gene Gentrup, Council Member Ward Four  
Jeff Watt, Council Member Ward Three  
Kelley Pozel, Council Member Ward Two  
Harold Phillips, Council Member Ward One  
Greg Canuteson, Mayor

**Summary:**

**Background:**

**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:**

|                     |                               |         |
|---------------------|-------------------------------|---------|
| <b>Budgeted:</b>    | Line Item:                    | Amount: |
|                     | Line Item:                    | Amount: |
|                     | Revenue Line (if applicable): | Amount: |
| <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                     | Line Item:                    |         |
|                     | Funding Source:               | Amount: |

**Attachments:**

None



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-141

**Department:** Police

**Submitted By:** Nathan Mulch, Police  
Lieutenant

**Subject:** Motion to approve the purchase of a Dodge Durango pursuit vehicle  
from Landmark Dodge in an amount not to exceed \$41,396.00

**Summary:**

The Liberty Police Department needs to replace a vehicle that was damaged earlier this year and deemed a total loss by the City's insurance carrier. Through a competitive bid process, Landmark Dodge was awarded the Metropolitan Area Council of Public Procurement (MACPP) Price Agreement. In the past years, MACPP pricing has been used for police vehicle purchases. Staff recommends the City continue the use of this award to secure this 2025 police vehicle.

**Background:**

On March 22, 2025, Liberty Police Officers engaged in a vehicle pursuit with a stolen vehicle where the driver attempted to strike a Liberty Police Officer with the vehicle. This pursuit was in compliance with Police Department Policy. During the pursuit, an officer attempted to negotiate a turn at a high rate of speed. The officer could not make the turn and the vehicle left the roadway, causing extensive damage to the axles and undercarriage. The City's insurance carrier deemed the vehicle a total loss and issued a payment to the City of \$35,911.00. The Police Department has remaining money in its vehicle budget to cover the remainder of the cost of the vehicle. The Police Department is recommending the purchase of a Dodge Durango pursuit vehicle to replace a wrecked vehicle for a total cost of \$41,396.00.

**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:**

|                     |                                 |                    |
|---------------------|---------------------------------|--------------------|
| <b>Budgeted:</b>    | Line Item: 100-70000-501-000000 | Amount:\$41,396.00 |
|                     | Line Item:                      | Amount:            |
|                     | Revenue Line (if applicable):   | Amount:            |
| <b>Non-Budgeted</b> | Line Item:                      | Amount:            |
|                     | Line Item:                      |                    |

|                       | Funding Source: | Amount: |
|-----------------------|-----------------|---------|
| <b>Non-Applicable</b> |                 |         |

**Attachments:**

1. Landmark Dodge Police Durango Quote

LANDMARK DODGE CHRYSLER JEEP  
1900 S NOLAND RD  
INDEPENDENCE, MO 640551316

Priced Order Confirmation (POC)

|                                      |                                      |             |                   |              |                                     |
|--------------------------------------|--------------------------------------|-------------|-------------------|--------------|-------------------------------------|
| Date Printed:                        | 2025-04-14 5:01 PM                   | VIN:        | 1C4SDJFT7SC530567 | Quantity:    | 01                                  |
| Estimated Ship Date:                 | 2025-03-06 2:00 AM                   | VON:        | 61468123          | Status:      | KZ - Released by plant and invoiced |
| Date Ordered:                        | 2025-02-10 2:07 PM                   | Ordered By: | S52387B           | FAN 1:       | 00DDK Dealer / Police Inventory     |
|                                      |                                      |             |                   | FAN 2:       |                                     |
|                                      |                                      |             |                   | Client Code: |                                     |
|                                      |                                      |             |                   | Bid Number:  | TB5140                              |
|                                      |                                      |             |                   | PO Number:   |                                     |
| Sold to:                             | Ship to:                             |             |                   |              |                                     |
| LANDMARK DODGE CHRYSLER JEEP (44378) | LANDMARK DODGE CHRYSLER JEEP (44378) |             |                   |              |                                     |
| 1900 S NOLAND RD                     | 1900 S NOLAND RD                     |             |                   |              |                                     |
| INDEPENDENCE, MO 640551316           | INDEPENDENCE, MO 640551316           |             |                   |              |                                     |

Vehicle: 2025 DURANGO PURSUIT VEHICLE AWD (WDEE75)

|                    | Sales Code | Description                          | MSRP(USD) |
|--------------------|------------|--------------------------------------|-----------|
| Model:             | WDEE75     | DURANGO PURSUIT VEHICLE AWD          | 43,940    |
| Package:           | 22Z        | Customer Preferred Package 22Z       | 0         |
|                    | EZH        | 5.7L V8 HEMI MDS VVT Engine          | 3,240     |
|                    | DFD        | 8-Spd Auto 8HP70 Trans (Buy)         | 0         |
| Paint/Seat/Trim:   | PXJ        | DB Black Clear Coat                  | 0         |
|                    | APA        | Monotone Paint                       | 0         |
|                    | *C5        | Cloth Bucket Seats w/ Shift Insert   | 0         |
|                    | -X9        | Black                                | 0         |
| Options:           | ADL        | Skid Plate Group                     | 370       |
|                    | LNF        | Black Left LED Spot Lamp             | 750       |
|                    | NAS        | 50 State Emissions                   | 0         |
|                    | 3AH        | Price Protection - Code H            | 0         |
|                    | 4NU        | Fuel Fill / Battery Charge           | 0         |
|                    | 4FM        | Fleet Option Editor                  | 0         |
|                    | 4ES        | Delivery Allowance Credit            | 0         |
|                    | 2SQ        | FCA Fleet Powertrain Care            | 0         |
|                    | YG1        | 7.5 Additional Gallons of Gas        | 0         |
|                    | 4FT        |                                      | 0         |
|                    | 5RA        | March Production                     | 0         |
|                    | 5N6        | Easy Order                           | 0         |
|                    | 4FT        | Fleet Sales Order                    | 0         |
|                    | 4EA        | Sold Vehicle                         | 0         |
| Non Equipment:     | 4KA        | Special Bid Handling                 | 0         |
|                    | 4FA        | Special Bid-Ineligible For Incentive | 0         |
|                    | 4DH        | Prepaid Holdback                     | 0         |
|                    | MAF        | Fleet Purchase Incentive             | 0         |
| Bid Number:        | TB5140     | Government Incentives                | 0         |
| Special Equipment: | 99595B     |                                      | 0         |
|                    | 99595A     |                                      | 0         |
| Destination Fees:  |            |                                      | 1,595     |

Your cost \$41,396.00  
Thanks

Total Price: 49,895 .

|                      |              |                 |    |
|----------------------|--------------|-----------------|----|
| Order Type:          | Fleet        | PSP Month/Week: |    |
| Scheduling Priority: | 1-Sold Order | Build Priority: | 01 |

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-133

**Department:** Public Works

**Submitted By:** Joshua Martinez, Capital Projects Engineer

**Subject:** Ordinance approving a contract with Metro Asphalt, Inc. for City of Liberty Project 25-003 2025 street maintenance pavement restoration in an amount not to exceed \$1,486,471.60

**Summary:**

- Ordinance approving a contract between Metro Asphalt, Inc. for City of Liberty Project 25-003 2025 Street Maintenance Pavement Restoration.
- The scope of work provides for the maintenance of existing city streets through milling and overlaying.
- The Citizen Sales Tax Oversight Committee reviewed the project at the April 10, 2025, meeting and determined it meets voter intent.

**Background:**

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This report pertains to the 2025 Street Maintenance Pavement Restoration Project (SMPRP) otherwise known as Project 25-003.

In the months prior to bidding, City staff assessed and prioritized public streets for inclusion in the 2025 SMPRP. Assessment and prioritization were informed through:

- Pavement Condition Indexing (PCI) data,
- Volume and usage data,
- Field reports from Street Maintenance staff,
- Known public and private utility projects planned along or adjacent to public streets.

The final identified scope of work includes the restoration of over two dozen public streets, identified in the list below, and the placement of approximately 14,024 tons of asphaltic concrete surface.

| Street          | From           | To         |
|-----------------|----------------|------------|
| Fox Run Terrace | Maple Woods Dr | End        |
| Glen Brook Ln   | Ashton Terrace | End        |
| Hampton Ct      | N Forest Ave   | End        |
| Hemlock Dr      | Woodland Ave   | End        |
| Holt            | Withers Rd     | Birmingham |

|                     |                |                |
|---------------------|----------------|----------------|
| La Frenz            | Hillview Rd    | Richfield Rd   |
| La Frenz            | Ruth Ewing Rd  | Hillview Rd    |
| Maple Woods Ct      | Maple Woods Dr | End            |
| Maple Woods Dr      | Glen Brook Ln  | Holt Dr        |
| Maple Woods Terrace | Maple Woods Dr | End            |
| N Camelot Dr        | Camelot Ct     | N Clayview Dr  |
| N Forest Ave        | Hampton Ct     | End            |
| N. Church Rd.       | 104th          | City Limits    |
| Ruth Ewing Rd       | Claywoods Pkwy | La Frenz       |
| Ruth Ewing Rd       | Route 291      | Claywoods Pkwy |
| S Wales Dr          | Withers Rd     | Maple Woods Dr |
| Spruce Dr           | Hemlock Dr     | N Forest Ave   |
| Spruce Park Rd      | Woodland Ave   | N Clayview Dr  |
| Sylvan Pl           | Wild Briar Dr  | Lake Rd        |
| Trumpet Ct          | Maple Woods Dr | End            |
| Wildbriar Cir       | Wildbriar Rd   | End            |
| Wildbriar Ct        | Wildbriar Dr   | End            |
| Wildbriar Dr        | Spruce Park Rd | Nashua Rd      |
| Wildbriar Pl        | Wildbriar Rd   | End            |
| Wood Ct             | Woodland Ave   | End            |
| Woodbury Dr         | Wild Briar Ct  | End            |
| Woodland Ave        | Spruce Dr      | N Camelot Dr   |
| Kings Hwy           | Stewart Rd     | Liberty Dr     |
| Murray Ct           | Murray Rd      | End            |
| Murray Rd           | S Leonard St   | 291 Hwy        |

It should be noted that each project location, in addition to milling and overlaying, includes the placement of thermoplastic striping where striping was previously located.

A bid manual was put together, publicly advertised with bids opened and publicly read on April 01, 2025. The three bidders were:

- Metro Asphalt Inc. - \$1,486,471.60
- Sunflower Paving Inc. - \$1,859,391.32
- Superior Bowen Asphalt Company, LLC - \$1,609,972.15

This report and subsequent Ordinance request, recommends approval of a contract with Metro Asphalt Inc. in the amount of \$1,486,471.60 with additional funding authorization of \$148,648.40 for a total requested authorization amount of \$1,635,120.00. The amount requested for approval includes both the contract amount (\$1,486,471.60) and the addition of an approximate 10% contingency. Contingency is requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the total bid price.
- It allows quick action in the event of emergency asphalt pavement work that may

develop over the length of the contract.

- Due to the price volatility associated with petroleum products (asphalt being a petroleum product), the contract has been structured to utilize an asphalt price index. The index allows for variation in the price paid to the contractor for asphaltic materials based on regional data. The asphalt price index is a tried practice used by entities such as the Missouri Department of Transportation to account for large swings in petroleum prices.

The 2025 Street Restoration Project base budget was established at \$2,400,000.00 for 2025 during CIP development. This includes \$800,000.00 from Transportation Sales Tax and \$1,600,000.00 from Capital Sales Tax.

Staff recommends approval of a contract with Metro Asphalt Inc. for City of Liberty Project 25-003 2025 Street Maintenance Pavement Restoration in an amount not to exceed \$1,486,471.60 with additional funding authorization of \$148,648.40 for a total requested authorization amount of \$1,635,120.00.

**Previous Action (if applicable):**

- The Citizen Sales Tax Oversight Committee reviewed the proejct at the April 10, 2025 meeting and determined it meets voter intent.

**Policy/Committee Review:**

|   |                                             |                                      |
|---|---------------------------------------------|--------------------------------------|
| X | Citizen Sales Tax Oversight Committee       | Completed/Recommended: April-10-2025 |
|   | Public Safety Sales Tax Oversight Committee | Completed/Recommended: NA            |
|   | Budget Committee                            | Completed/Recommended: NA            |
|   | Other:                                      | Completed/Recommended: NA            |

**Financial Considerations:**

|   |                     |                                 |                      |
|---|---------------------|---------------------------------|----------------------|
| X | <b>Budgeted:</b>    | Line Item: 352-57044-201-000000 | Amount: \$800,000.00 |
|   |                     | Line Item: 351-70023-201-000000 | Amount: \$835,120.00 |
|   |                     | Revenue Line (if applicable):   | Amount:              |
|   | <b>Non-Budgeted</b> | Line Item:                      | Amount:              |
|   |                     | Line Item:                      |                      |
|   |                     | Funding Source:                 | Amount:              |

**Attachments:**

1. 2025-133 Approve Contract Metro Asphalt Project 25-003 - ORD
2. Overlay Contract\_ Signed

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING A CONTRACT WITH METRO ASPHALT, INC. FOR  
CITY OF LIBERTY PROJECT 25-003 2025 STREET MAINTENANCE PAVEMENT  
RESTORATION IN AN AMOUNT NOT TO EXCEED \$1,486,471.60

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 Metro Asphalt Inc. for City of Liberty Project 25-003 2025 Street Maintenance Pavement Restoration with a bid amount of ONE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS AND SIXTY CENTS (\$1,486,471.60), with authorization to spend up to ONE MILLION SIX HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$1,635,120.00), 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



The City of



2025 Street Maintenance  
Pavement Restoration

Project No. 25-003

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**City of Liberty**

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

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# BID FORM

**CITY OF LIBERTY  
LIBERTY, MISSOURI  
2025 STREET MAINTENANCE PAVEMENT RESTORATION  
PROJECT #25-003  
April 1, 2025**

## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:  
***City of Liberty, 101 E. Kansas Street, Liberty, MO 64068***
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <u>1</u>            | <u>3/24/2025</u>      |
| <u>2</u>            | <u>3/31/2025</u>      |
| <u> </u>            | <u> </u>              |
| <u> </u>            | <u> </u>              |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (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. 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 anything 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):

- A. Asphalt Index price is applicable for this project.
- B. UNIT PRICE SCHEDULE:

\*\*\* The following Asphalt Index Price shall be used as a basis for the bid and subsequent adjustment as described in section 2.02 of the Job Special Conditions

DATE March 2025 PRICE \$532.50

| Base Bid – Conventional Paving |                                                             |      |                    |             |                 |
|--------------------------------|-------------------------------------------------------------|------|--------------------|-------------|-----------------|
| Line Item #                    | Description                                                 | Unit | Estimated Quantity | Unit Price  | Bid Price       |
| 1                              | Cold Milling                                                | SY   | 127,758            | \$ 1.55     | \$ 198,024.90   |
| 2                              | Full Depth Pavement Repair                                  | SY   | 272                | \$ 82.00    | \$ 22,304.00    |
| 3                              | 6" Solid White Parallel Cross Walk (Striping Thermoplastic) | LF   | 326                | \$ 8.50     | \$ 2,771.00     |
| 4                              | 24" Stop Bar (Striping Thermoplastic)                       | LF   | 131                | \$ 28.00    | \$ 3,668.00     |
| 5                              | Turn Arrow (Striping Thermoplastic)                         | EA   | 16                 | \$ 380.00   | \$ 6,080.00     |
| 6                              | 4" Skips Yellow (Striping Thermoplastic)                    | LF   | 6,157              | \$ 1.10     | \$ 6,772.70     |
| 7                              | 4" Solid Lane Line Yellow (Striping Thermoplastic)          | LF   | 34,846             | \$ 1.10     | \$ 38,330.60    |
| 8                              | 4" Solid Lane Line White (Striping Thermoplastic)           | LF   | 4,740              | \$ 1.10     | \$ 5,214.00     |
| 9                              | 6" Solid Edge Line White (Striping Thermoplastic)           | LF   | 27,308             | \$ 1.30     | \$ 35,500.40    |
| 10                             | Rail Road Crossing (Striping Thermoplastic)                 | EA   | 2                  | \$ 2,100.00 | \$ 4,200.00     |
| 11                             | ***1.5" Asphaltic Concrete Surface (Type 5-01)              | TON  | 12,425             | \$ 79.50    | \$ 987,787.50   |
| GRAND TOTAL BASE BID:          |                                                             |      |                    |             | \$ 1,310,653.10 |

| <b>*Add Alternate 1 – Conventional Paving</b> |                                                             |             |                           |                   |                     |
|-----------------------------------------------|-------------------------------------------------------------|-------------|---------------------------|-------------------|---------------------|
| <b>Line Item #</b>                            | <b>Description</b>                                          | <b>Unit</b> | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Bid Price</b>    |
| AA-1.1                                        | Cold Milling                                                | SY          | 8,428                     | \$ 1.55           | \$ 13,063.40        |
| AA-1.2                                        | Full Depth Pavement Repair                                  | SY          | 17                        | \$ 82.00          | \$ 1,394.00         |
| AA-1.3                                        | 6" Solid White Parallel Cross Walk (Striping Thermoplastic) | LF          | 60                        | \$ 8.50           | \$ 510.00           |
| AA-1.4                                        | 4" Solid Lane Line Yellow (Striping Thermoplastic)          | LF          | 6,340                     | \$ 1.10           | \$ 6,974.00         |
| AA-1.5                                        | 6" Solid Edge Line White (Striping Thermoplastic)           | LF          | 6,446                     | \$ 1.30           | \$ 8,379.80         |
| AA-1.6                                        | ***1.5" Asphaltic Concrete Surface (Type 5-01)              | TON         | 819                       | \$ 79.50          | \$ 65,110.50        |
| <b>GRAND TOTAL ADD ALT 1 BID:</b>             |                                                             |             |                           |                   | <b>\$ 95,431.70</b> |

\*Refer to Special Conditions of the Contract *SPC-1.02 Add Alternates* for details on how Add Alternates are to be considered.

| <b>*Add Alternate 2 – Conventional Paving and Full Depth Reclamation</b> |                                                              |               |                           |                   |                     |
|--------------------------------------------------------------------------|--------------------------------------------------------------|---------------|---------------------------|-------------------|---------------------|
| <b>Line Item #</b>                                                       | <b>Description</b>                                           | <b>Unit</b>   | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Bid Price</b>    |
| AA-2.1                                                                   | Cold Milling                                                 | SY            | 8,018                     | \$ 1.55           | \$ 12,427.90        |
| AA-2.2                                                                   | Full Depth Pavement Repair                                   | SY            | 17                        | \$ 82.00          | \$ 1,394.00         |
| AA-2.3                                                                   | 6" Solid White Parallel Cross Walk (Striping Thermoplastic)  | LF            | 20                        | \$ 8.50           | \$ 170.00           |
| AA-2.4                                                                   | 24" Stop Bar (Striping Thermoplastic)                        | LF            | 26                        | \$ 28.00          | \$ 728.00           |
| AA-2.5                                                                   | 6" Solid Edge Line White (Striping Thermoplastic)            | LF            | 2,813                     | \$ 1.30           | \$ 3,656.90         |
| AA-2.6                                                                   | ***1.5" Asphaltic Concrete Surface (Type 5-01)               | TON           | 780                       | \$ 79.50          | \$ 62,010.00        |
| <del>AA-2.7</del>                                                        | <del>Full Depth Reclamation with Cementitious Material</del> | <del>SY</del> | <del>500</del>            | <del>\$</del>     | <del>\$</del>       |
| <b>GRAND TOTAL ADD ALT 2 BID:</b>                                        |                                                              |               |                           |                   | <b>\$ 80,386.80</b> |

\*Refer to Special Conditions of the Contract *SPC-1.02 Add Alternates* for details on how Add Alternates are to be considered.

|                                             |                        |
|---------------------------------------------|------------------------|
| <b>BASE BID + ADD ALT 1 + ADD ALT 2 BID</b> | <b>\$ 1,486,471.60</b> |
| <b>BASE BID + ADD ALT 1</b>                 | <b>\$ 1,406,084.80</b> |
| <b>TOTAL BASE BID</b>                       | <b>\$ 1,310,653.10</b> |

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    \$ 1,486,471.60**

---

**Base Bid + Add Alt 1 + Add Alt 2**

---

#### **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.: \_\_\_\_\_ [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]*

---



---



Metro Asphalt, Inc.

By:

[Signature]



[Printed name] Daniel C. O'Donnell

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name] Anita K. Bisby

Title: Assistant Secretary

Submittal Date: April 1, 2025

Address for giving notices:

3811 N. Cobbler Road

Independence, MO 64058

Telephone Number: 816-836-7400

Fax Number: 816-257-2853

Contact Name and e-mail address: Daniel C. O'Donnell

dodonnell@metroasphalt.net

Bidder's License No.: LIC-06-23-0076

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

### 1. SUBMITTED BY:

Official Name of Firm: Metro Asphalt, Inc.

Address: 3811 N. Cobbler Road

Independence, MO 64058

### 2. SUBMITTED TO:

City of Liberty, Missouri

### 3. SUBMITTED FOR:

Owner: City of Liberty, Missouri

Project Name: 2025 Street Maintenance Pavement Restoration Project

### TYPE OF WORK:

Milling, Conventional Asphalt Overlay, Full Depth Asphalt

Repair, and Thermoplastic Pavement Marking

### 4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Daniel C. O'Donnell

Title: Vice President

Phone: 816-836-7400

Email: dodonnell@metroasphalt.net

**6. AFFILIATED COMPANIES:**

Name: N/A

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**7. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

☐ PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☒ CORPORATION

State of Organization: Missouri

Date of Organization: 2/10/1987

Executive Officers:

- President: Russell D. Buehler

- Vice President(s): Daniel C. O'Donnell

Assistant Secretary Anita K. Bisby

\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: Russell D. Buehler

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

## 8. LICENSING

Jurisdiction: N/A

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

## 9. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other ( \_\_\_\_\_ ): \_\_\_\_\_

## 10. BONDING INFORMATION

Bonding Company: West Bend Insurance Company

Address: 1900 South 18th Avenue  
West Bend, WI 53095

Bonding Agent: Assured Partners

Address: 4911 S. Arrowhead Dr., Suite 310  
Independence, MO 64055

Contact Name: Robert Cox

Phone: 816-739-8263

Aggregate Bonding Capacity: 5-10 Million

Available Bonding Capacity as of date of this submittal: 5-10 Million

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

How many years' experience in the proposed type and size of construction work has your organization had:

(a) As a general contractor 29

(b) As a subcontractor 39

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

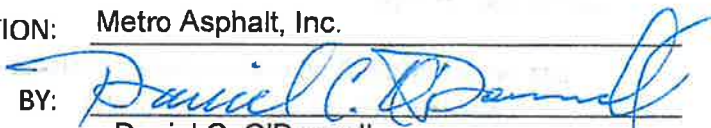
## 12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Metro Asphalt, Inc.

BY: 

Daniel C. O'Donnell

TITLE: Vice President

DATED: April 1, 2025

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 1st DAY OF April, 2025

  
Notary Public

NOTARY PUBLIC - STATE OF Missouri

MY COMMISSION EXPIRES: 11/6/2028

ANITA K. BISBY  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES NOVEMBER 6, 2028  
JACKSON COUNTY  
COMMISSION #12541287

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals of firm named in Section 1.
6. Additional items as pertinent.

# **SCHEDULE A**

## **CURRENT EXPERIENCE**

| Project Name                           | Owner's Contact Person                                                                                                 | Design Engineer                 | Contract Date  | Type of Work              | Status          | Cost of Work        |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------|---------------------------|-----------------|---------------------|
| <b>FY25 Mill &amp; Overlay</b>         | Name: <b>City of Gladstone</b><br>Address: <b>2010 N. Holmes Gladstone, MO 64118</b><br>Telephone: <b>816-423-4131</b> | Name:<br>Company:<br>Telephone: | <b>7/31/24</b> | <b>Mill &amp; Overlay</b> | <b>90% Comp</b> | <b>1,523,499.61</b> |
| <b>Weston Bend State Park JKUP0003</b> | Name: <b>MODOT</b><br>Address: <b>105 West Capital Jefferson City, MO 65102</b><br>Telephone:                          | Name:<br>Company:<br>Telephone: | <b>6/5/24</b>  | <b>Resurfacing</b>        | <b>0% Comp</b>  | <b>308,818.85</b>   |
|                                        | Name:<br>Address:<br>Telephone:                                                                                        | Name:<br>Company:<br>Telephone: |                |                           |                 |                     |
|                                        | Name:<br>Address:<br>Telephone:                                                                                        | Name:<br>Company:<br>Telephone: |                |                           |                 |                     |
|                                        | Name:<br>Address:<br>Telephone:                                                                                        | Name:<br>Company:<br>Telephone: |                |                           |                 |                     |
|                                        | Name:<br>Address:<br>Telephone:                                                                                        | Name:<br>Company:<br>Telephone: |                |                           |                 |                     |



## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name        | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|---------------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
| <b>See Attached</b> | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|                     | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |

## SCHEDULE B

PREVIOUS EXPERIENCE (Include All Projects Completed within last 5 years)

| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |



3811 NORTH COBBLER  
INDEPENDENCE  
MO 64058  
(816) 836-7400 • FAX (816) 257-2853

January 6, 2025

SHOULD YOU REQUIRE ADDITIONAL INFORMATION OR HAVE ANY QUESTIONS ABOUT THE REFERENCE INFORMATION FURNISHED BELOW, PLEASE DO NOT HESITATE TO CONTACT ME AT THE OFFICE NUMBER ABOVE @ EXTENSION #227 OR ON MY CELL PHONE @ 816-564-4134

SINCERELY,  
METRO ASPHALT, INC.

DANIEL C. O'DONNELL - VICE PRESIDENT / PROJECT MANAGER

PROJECT REFERENCES  
PROJECTS PERFORMED AS A GENERAL OR PRIME CONTRACTOR

CONTRACT AMT: \$868,128.00  
TYPE OF WORK: MILLING, ASPHALT PAVING & AGGREGATE PLACEMENT  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Jul-24  
PROJECT: STREET & DRAINAGE IMPROVEMENTS  
LOCATION: VARIOUS STREETS IN GALLATIN, MO  
PROJECT OWNER: CITY OF GALLATIN, MISSOURI  
CONTACTS: LANCE RAINS - CITY ADMINISTRATOR - 660-663-2011  
BEN HEINS, P.E. - ALLSTATE CONSULTANTS - 660-376-2941

CONTRACT AMT: \$361,552.00  
TYPE OF WORK: COLD MILLING, PAVEMENT REPAIR, ASPHALT OVERLAY,  
CURB REPLACEMENT & PAVEMENT MARKING  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Jun-24  
PROJECT: 2024 STREET MAINTENANCE  
LOCATION: VARIOUS STREETS IN KEARNEY, MO  
PROJECT OWNER: CITY OF KEARNEY, MISSOURI  
CONTACTS: SHELIE DANIEL - PUBLIC WORKS DIRECTOR/CITY ENGINEER - 816-215-9787

CONTRACT AMT: \$462,173.00  
TYPE OF WORK: STREET SCARIFICATION/MILLING & DOUBLE CHIP & SEAL  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Jun-24  
PROJECT: STREET & STORM SEWER IMPROVEMENTS  
LOCATION: VARIOUS STREETS IN CLARKSDALE, MO  
PROJECT OWNER: CITY OF CLARKSDALE, MISSOURI  
CONTACTS: ANDY MACIAS - PROJECT MANAGER FOR SNYDER & ASSOCIATES - 816-364-5222

CONTRACT AMT: \$436,292.00  
TYPE OF WORK: STREET SCARIFICATION/MILLING/BASE ROCK & DOUBLE CHIP & SEAL  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Jul-24  
PROJECT: STREET IMPROVEMENTS  
LOCATION: VARIOUS STREETS IN UNION STAR, MO  
PROJECT OWNER: CITY OF UNION STAR, MISSOURI  
CONTACTS: ANDY MACIAS - PROJECT MANAGER FOR SNYDER & ASSOCIATES - 816-364-5222



3811 NORTH COBBLER  
INDEPENDENCE  
MO 64058  
(816) 836-7400 • FAX (816) 257-2853

CONTRACT AMT: \$16,809.00  
TYPE OF WORK: ASPHALT PAVEMENT  
PERFORMED AS: SUBCONTRACTOR TO LEAVENWORTH EXCAVATING & EQUIP. CO.  
PROJECT: MDDOT ROUTE A CULVERT REPLACEMENT, PROJECT #JKU0406  
COMPLETED: Sep-24  
LOCATION: ROUTE A, CLAY COUNTY  
PROJECT OWNER: MISSOURI DEPARTMENT OF TRANSPORTATION  
CONTACTS: CODY THEIS - PROJECT MANAGER FOR LEXECO, INC. - 913-727-1234

CONTRACT AMT: \$96,351.00  
TYPE OF WORK: ASPHALT PAVEMENT  
PERFORMED AS: SUBCONTRACTOR TO GENE HAILE EXCAVATING, INC.  
COMPLETED: Jun-24  
PROJECT: GROH ROAD BRIDGE REPLACEMENT, BRO-B019(36)  
LOCATION: CASS COUNTY, MO  
PROJECT OWNER: CASS COUNTY, MISSOURI  
CONTACTS: TONY HAILE - 573-796-3513

CONTRACT AMT: \$31,221.00  
TYPE OF WORK: ASPHALT OVERLAY  
PERFORMED AS: SUBCONTRACTOR TO VANCE BROTHERS, INC.  
COMPLETED: Aug-24  
PROJECT: KINGSVILLE ASPHALT REPAIR  
LOCATION: W. ADRIATIC AVE FROM S OAK STREET EAST OF NEWER ASPHALT  
PROJECT OWNER: CITY OF KINGSVILLE, MISSOURI  
CONTACTS: CLINT LEWIS - PROJECT MANAGER FOR VANCE BROTHERS - 660-247-3979

CONTRACT AMT: \$46,873.00  
TYPE OF WORK: ASPHALT REPAIR & OVERLAY  
PERFORMED AS: SUBCONTRACTOR TO T & B TRUCKING & EXCAVATING, LLC  
COMPLETED: Aug-24  
PROJECT: RAYTOWN STORM IMPROVEMENTS  
LOCATION: ON EAST 83RD STREET BETWEEN KENTUCKY AVE & HUNTER AVE.  
PROJECT OWNER: CITY OF RAYTOWN, MISSOURI  
CONTACTS: BARRY SCHRAGE WITH T & B TRUCKING & EXCAVATING - 660-988-4140

January 5, 2024

SHOULD YOU REQUIRE ADDITIONAL INFORMATION OR HAVE ANY QUESTIONS ABOUT THE REFERENCE INFORMATION FURNISHED BELOW, PLEASE DO NOT HESITATE TO CONTACT ME AT THE OFFICE NUMBER ABOVE @ EXTENSION #227 OR ON MY CELL PHONE @ 816-564-4134

SINCERELY,  
METRO ASPHALT, INC.

DANIEL C. O'DONNELL - VICE PRESIDENT / PROJECT MANAGER

**PROJECT REFERENCES**  
**PROJECTS PERFORMED AS A GENERAL OR PRIME CONTRACTOR**

CONTRACT AMT: \$982,207.00  
TYPE OF WORK: MILLING, PATCHING, ASPHALT OVERLAY & LANE STRIPING  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Nov-23  
PROJECT: FY24 MILL & OVERLAY PROJECT TP2406  
LOCATION: VARIOUS STREETS IN GLADSTONE, MO  
PROJECT OWNER: CITY OF GLADSTONE, MISSOURI  
CONTACTS: TIM NEBBERGALL - DIRECTOR OF PUBLIC WORKS 816-591-9231  
GLEN WHITTEN - CONST. CONTRACTS ADMIN. 816-423-4131

CONTRACT AMT: \$34,936.00  
TYPE OF WORK: COLD MILLING  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: May-23  
PROJECT: 2023 STREET IMPROVEMENTS - COLD MILL  
LOCATION: VARIOUS STREETS IN HIGGINSVILLE, MO  
PROJECT OWNER: CITY OF HIGGINSVILLE, MISSOURI  
CONTACTS: MARK KAYS, STREET SUPERINTENDENT - 660-909-3472

CONTRACT AMT: \$533,097.00  
TYPE OF WORK: MILLING & OVERLAY  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Jun-23  
PROJECT: 2023 MILL & OVERLAY STREET MAINTENANCE  
LOCATION: VARIOUS STREETS IN TONGANOXIE, KS  
PROJECT OWNER: CITY OF TONGANOXIE, KANSAS  
CONTACTS: KENT HESKETT, PUBLIC WORKS DIRECTOR - 913-208-6590

CONTRACT AMT: \$220,000.00  
TYPE OF WORK: SOIL STABILIZATION & ASPHALT PAYEMENT  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Jun-23  
PROJECT: RAYMORE MULTI-FAMILY  
LOCATION: SOUTH OF PINE ST AND EAST OF N MADISON ST, RAYMORE, MO  
PROJECT OWNER: ORF4, LLC  
CONTACTS: SEAN SIEBERT 816-365-3848

CONTRACT AMT: \$285,167.00  
TYPE OF WORK: AGGREGATE BASE, GEO-GRID, ASPHALT PAVEMENT & MILL & OVERLAY  
PERFORMED AS: GENERAL CONTRACTOR  
PROJECT: PARKING LOT EXPANSION AND RESURFACING  
COMPLETED: Nov-23  
LOCATION: 18603 N 69 HWY, LAWSON, MISSOURI  
PROJECT OWNER: LAWSON BAPTIST CHURCH  
CONTACTS: BRIAN YARBROUGH - 816-296-7002

CONTRACT AMT: \$72,971.00  
TYPE OF WORK: COLD MILLING, TACK COAT & ASPHALT PAVEMENT  
PERFORMED AS: SUBCONTRACTOR TO GENE HAILE EXCAVATING, INC.  
COMPLETED: Jul-23  
PROJECT: ROUTE DD, JOB #J5S3440, MORGAN COUNTY  
LOCATION: MORGAN COUNTY, MISSOURI  
PROJECT OWNER: MISSOURI DEPARTMENT OF TRANSPORTATION  
CONTACTS: TONY HAILE - 573-796-3513

CONTRACT AMT: \$127,860.00  
TYPE OF WORK: ASPHALT BASE REPAIRS  
PERFORMED AS: SUBCONTRACTOR TO VANCE BROTHERS, INC.  
COMPLETED: Sep-23  
PROJECT: 2023 STREETScape  
LOCATION: VARIOUS LOCATIONS, EXCELSIOR SPRINGS, MO  
PROJECT OWNER: CITY OF EXCELSIOR SPRINGS, MISSOURI  
CONTACTS: CHAD BIRDSong, PUBLIC WORKS DIRECTOR - 816-630-0755 OR 816-564-5163 - CELL  
GREG VAN PATTEN, PE AT LAMP RYNEARSON 816-823-7331 OR 636-484-2595 - CELL

CONTRACT AMT: \$65,633.00  
TYPE OF WORK: ASPHALT REPAIR  
PERFORMED AS: SUBCONTRACTOR TO JULIUS KAAS CONSTRUCTION CO., INC.  
COMPLETED: Oct-23  
PROJECT: MISSOURI RIVER ROAD REPAIR  
LOCATION: N. 10TH STREET, LEXINGTON, MO  
PROJECT OWNER: US ARMY CORP OF ENGINEERS - KANSAS CITY DISTRICT  
CONTACTS: JEFF KAAS - 913-682-3550

January 3, 2023

CONTRACT AMT: \$1,634,253.00  
TYPE OF WORK: MILLING, ASPHALT OVERLAY, FULL DEPTH ASPHALT REPAIR &  
THERMOPLASTIC PAVEMENT MARKING  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Sep-22  
PROJECT: 2022 STREET MAINTENANCE PAVEMENT RESTORATION, PROJECT #22-002  
LOCATION: VARIOUS STREETS IN LIBERTY, MO  
PROJECT OWNER: CITY OF LIBERTY, MISSOURI  
CONTACTS: JOHN FINDLAY, PE - CITY ENGINEER 816-439-4507  
SCOTT BAIRD - INSPECTOR 816-985-7265

CONTRACT AMT: \$784,451.00  
TYPE OF WORK: MILLING, PATCHING, ASPHALT OVERLAY & LANE STRIPING  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Mar-22  
PROJECT: 2021 MILL & OVERLAY PROJECT TP2206  
LOCATION: VARIOUS STREETS IN GLADSTONE, MO  
PROJECT OWNER: CITY OF GLADSTONE, MISSOURI  
CONTACTS: TIM NEBBERGALL - DIRECTOR OF PUBLIC WORKS 816-591-9231  
GLEN WHITTEN - CONST. CONTRACTS ADMIN. 816-423-4131

CONTRACT AMT: \$197,113.00  
TYPE OF WORK: ASPHALT PATCHING & MILL/OVERLAY  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Sep-22  
PROJECT: 2022 ROADWAY REPAIRS  
LOCATION: VARIOUS STREETS IN KEARNEY, MO  
PROJECT OWNER: CITY OF KEARNEY, MISSOURI  
CONTACTS: DAVID PAVLICH - 816-903-4731 OR JIM ELDRIDGE - 816-628-4142

CONTRACT AMT: \$764,616.00  
TYPE OF WORK: STREET RECONSTRUCTION CONSISTING OF CURB & GUTTER,  
AGGREGATE BASE & ASPHALT PAVEMENT, MILL & OVERLAY  
PERFORMED AS: GENERAL CONTRACTOR  
COMPLETED: Nov-22  
PROJECT: 2022 STREETScape  
LOCATION: VARIOUS LOCATIONS IN EXCELSIOR SPRINGS, MO  
PROJECT OWNER: CITY OF EXCELSIOR SPRINGS, MISSOURI  
CONTACTS: CHAD BIRDSong, PUBLIC WORKS DIRECTOR - 816-630-0755 OR 816-564-5163 - CELL  
GREG VAN PATTEN, PE AT LAMP RYNearson - 816-823-7331 OR 636-484-2595 - CELL

CONTRACT AMT: \$179,661.00  
TYPE OF WORK: FINE GRADING & ASPHALT PAVING  
PERFORMED AS: SUBCONTRACTOR TO M & M UTILITIES, LLC  
PROJECT: CHILLICOTHE 2022 STREET REHAB - PHASE 2  
COMPLETED: Sep-22  
LOCATION: WOODROW AVE IMPROVEMENTS - CLAY STREET TO 3RD STREET  
PROJECT OWNER: CITY OF CHILLICOTHE, MISSOURI  
CONTACTS: ALLGEIER, MARTIN & ASSOCIATES, INC. - MICHAEL ATKINSON - 417-680-7352

**CONTRACT AMT:** \$77,167.00  
**TYPE OF WORK:** ASPHALT PAVEMENT  
**PERFORMED AS:** SUBCONTRACTOR TO GENE HAILE EXCAVATING, INC.  
**PROJECT:** MODOT A02 CARROLL CO, #J1S3209C - ROUTE V  
**COMPLETED:** Aug-22  
**LOCATION:** ROUTE V - CARROLL COUNTY  
**PROJECT OWNER:** MISSOURI DEPARTMENT OF TRANSPORTATION  
**CONTACTS:** JUSTIN SKIPPER, MODOT CONST. OFFICE - 660-646-3218 OR 660-973-3316 - CELL



### SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

## **OSHA REQUIREMENTS**

### **ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *RSMo* – Missouri Revised Statutes.

### **ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS**

2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

### **ARTICLE 3 – PENALTIES**

3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars (\$2500) plus one hundred dollars (\$100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675

3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

## FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI

COUNTY OF Jackson

### 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 \_\_\_\_\_

Daniel C. O'Donnell, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Daniel C. O'Donnell and I am currently the <sup>Vice</sup> President of Metro Asphalt, Inc. hereinafter "Contractor"), whose business address is 3811 N. Cobbler Rd, Independence, MO 64058, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor 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 City of Liberty, Missouri

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

  
(SIGNATURE)

Daniel C. O'Donnell  
[printed name], Affiant

Subscribed and sworn to before me this 1st day of April, 2025

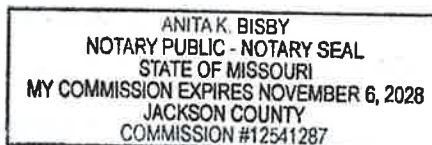


Notary Public State of Missouri

My Commission Expires: 11/6/2028

Commissioned in Jackson County

Commission #: 12541287



**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 Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.

Company ID Number: 213376

## 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 **Metro Asphalt, 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).

Company ID Number: 213376

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: Metro Asphalt, Inc.

Anita Bisby

Name (Please Type or Print)

*Anita K. Bisby*

Electronically Signed  
Signature

Office Manager

Title

05/14/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Electronically Signed

Signature

Title

05/14/2009

Date

## **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<br>Hourly<br>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<br>Hourly<br>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.

## **AMERICAN PRODUCTS REQUIREMENTS**

### **ARTICLE 1 – GOODS OR COMMODITIES**

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

### **ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS**

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
  - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
  - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

**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 Metro Asphalt, 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:
- A. Milling
  - B. Conventional Asphalt Overlay
  - C. Full Depth Asphalt Pavement Repair
  - D. Thermoplastic Pavement Marking

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2024 STREET MAINTENANCE PAVEMENT RESTORATION – PROJECT NO. 24-002**

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Liberty, 101 E. Kansas Street, Liberty, MO 64068.
- 3.02 The Owner has retained the office of the City Engineer of the City of Liberty ("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. Contractor shall complete the work in accordance with the contract documents between the dates of NTP and September 26, 2025. City shall be notified of the start date a minimum of two weeks prior to the start date of construction.
  - B. Earliest Construction Start Date..... Upon Issuance of Notice to Proceed
  - C. Latest Substantial Completion:..... September 12, 2025
  - D. Latest Final Completion Date..... September 26, 2025

- E. Parts of the Work shall be substantially or final completed on or before the following Milestone(s):
1. Milestone 1 – Surface Paving. Surface Paving of street segment must be completed within 7-week days of completion of removal of surface paving of said street segment.
  2. Milestone 2 - Permanent Pavement Markings. Permanent Paving Markings of street segment must be completed within 14-week days of completion of final surface paving of said street segment.
  3. Milestone 3 – Restoration of Yards. Yards disrupted during construction must be restored within 14-week days of the disruption.

#### 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. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each stated Milestone, until stated Milestone is achieved.

### 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: \$N/A.

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): \$.

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) \$N/A.
- 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. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 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 0 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.
  - K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work hereunder and at all such times thereafter, Contractor shall continue to maintain such in-



house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. Prevailing Wage (section C-470, inclusive).
  - 2. MO Annual Wage Order No. 31 (section C-471, inclusive).
  - 3. This Agreement (section C-520, inclusive).
  - 4. Performance and Maintenance bond (section C-610, inclusive).
  - 5. Payment bond (section C-615, inclusive).
  - 6. General Conditions (section C-700, inclusive).
  - 7. Supplementary Conditions (section C-800, inclusive).
  - 8. Job Special Conditions (section C-810, inclusive).
  - 9. Specifications as listed in the table of contents of the Project Manual.
  - 10. Addenda (numbers \_\_, inclusive).
  - 11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (section C-410, inclusive).
    - b. 2025 General Project Location Map (Exhibit A)
    - c. Anti-Discrimination Against Israel Act Certification (Exhibit C)
  - 12. 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: **City of Liberty, Missouri**

CONTRACTOR: **Metro Asphalt, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Daniel C. O'Donnell*  
Daniel C. O'Donnell

Title: \_\_\_\_\_

Title: Vice President

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

*Anita K. Bisby*  
Anita K. Bisby

Title: \_\_\_\_\_

Title: Assistant Secretary

Address for giving notices:

Address for giving notices:

3811 N. Cobbler Road

Independence, MO 64058

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.)*

Denny Hoskins Secretary of State  
2025-2026 BIENNIAL REGISTRATION REPORT  
BUSINESS

00298751  
Date Filed: 4/8/2025  
Denny Hoskins  
Missouri Secretary of State

☒ I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

\*  
SECTION 1, 3 & 4 ARE REQUIRED

|                          |
|--------------------------|
| REPORT DUE BY: 7/31/2025 |
|--------------------------|

00298751  
METRO ASPHALT, INC.  
RUSSELL D. BUEHLER  
3811 N COBBLER RD  
INDEPENDENCE MO 64058

|   |                                                                                                  |
|---|--------------------------------------------------------------------------------------------------|
| 1 | RENEWAL MONTH:<br>APRIL                                                                          |
|   | <input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S<br>RENEWAL MONTH TO FOR A \$25.00 FEE |
|   | PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *                                         |
|   | 3811 N Cobble Rd (Required)                                                                      |
|   | STREET<br>Independence MO 64058-2943                                                             |
|   | CITY / STATE ZIP                                                                                 |

|                                                                                                                                     |                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2                                                                                                                                   | If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.           |
|                                                                                                                                     | <input type="checkbox"/> The new registered agent                                                                                                        |
|                                                                                                                                     | IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW<br>REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT. |
|                                                                                                                                     | <input type="checkbox"/> The new registered office address                                                                                               |
| Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance. |                                                                                                                                                          |

| OFFICERS<br>NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).<br>MUST LIST PRESIDENT AND SECRETARY BELOW |                            | BOARD OF DIRECTORS<br>NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).<br>MUST LIST AT LEAST ONE DIRECTOR BELOW |                |                       |
|-------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------|
| 3                                                                                                                 | <b>PRESIDENT</b>           | Buehler, Russell D                                                                                                        | <b>NAME</b>    | Buehler, Russell D    |
|                                                                                                                   | STREET                     | 3811 N Cobble Road                                                                                                        | STREET         | 3811 N Cobble Road    |
|                                                                                                                   | CITY/STATE/ZIP             | Independence MO 64058                                                                                                     | CITY/STATE/ZIP | Independence MO 64058 |
|                                                                                                                   | <b>SECRETARY</b>           | Buehler, Russell D                                                                                                        | <b>NAME</b>    |                       |
|                                                                                                                   | STREET                     | 3811 N Cobble Road                                                                                                        | STREET         |                       |
|                                                                                                                   | CITY/STATE/ZIP             | Independence MO 64058                                                                                                     | CITY/STATE/ZIP |                       |
| 3                                                                                                                 | <b>VICE PRESIDENT</b>      | O'Donnell, Daniel C.                                                                                                      | <b>NAME</b>    |                       |
|                                                                                                                   | STREET                     | 3811 N Cobble Road                                                                                                        | STREET         |                       |
|                                                                                                                   | CITY/STATE/ZIP             | Independence MO 64058                                                                                                     | CITY/STATE/ZIP |                       |
|                                                                                                                   | <b>ASSISTANT SECRETARY</b> | Bisby, Anita K                                                                                                            | <b>NAME</b>    |                       |
|                                                                                                                   | STREET                     | 3811 N Cobble Road                                                                                                        | STREET         |                       |
|                                                                                                                   | CITY/STATE/ZIP             | Independence MO 64058                                                                                                     | CITY/STATE/ZIP |                       |
| NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED                                              |                            |                                                                                                                           |                |                       |

|   |                                                                                                                                                                                                             |                                     |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 4 | The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. |                                     |
|   | Authorized party or officer sign here                                                                                                                                                                       | Anita K Bisby                       |
|   | Please print name and title of signer:                                                                                                                                                                      | Anita K Bisby / Assistant Secretary |
|   |                                                                                                                                                                                                             | NAME TITLE                          |

|                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REGISTRATION REPORT FEE IS:<br>__ \$40.00 If filed on or before 7/31/2025<br>__ \$55.00 If filed on or before 8/31/2025<br>__ \$70.00 If filed on or before 9/30/2025<br>__ \$85.00 If filed on or before 10/31/2025<br>ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW<br>IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION<br>PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE |
| E-MAIL ADDRESS (OPTIONAL):                                                                                                                                       |

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED  
RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102



4911 S Arrowhead Dr, Suite 310  
Independence, MO 64055  
T: 816-525-3155  
E: bonds-ind@assuredpartners.com

April 8, 2025

Metro Asphalt, Inc  
3811 N Cobbler Road  
Independence, MO 64058

RE: Project: **2025 Street Maintenance Pavement Restoration**  
Obligee: **City of Liberty Missouri**  
Bond No: **2642771**

Dear Sir or Madam,

Please let this letter serve as authorization to date the bonds and powers of attorney for the above captioned bonds. This authority may be extended by you to the owner, architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert L Cox II', with a stylized flourish at the end.

Robert L Cox II  
Attorney in Fact, West Bend Insurance Company

## PERFORMANCE AND MAINTENANCE BOND

**CONTRACTOR (name and address):**

Metro Asphalt, Inc  
3811 N Cobbler Rd.  
Independence, MO 64058

**SURETY (name and address of principal place of business):**

West Bend Insurance Company  
1900 S 18th Ave.  
West Bend, WI 53095

**OWNER (name and address):**

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

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount: \$1,486,471.60

Description (name and location): 2025 Street Maintenance Pavement Restoration  
Project No. 25-003

**BOND**

Bond Number: 2642771

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$1,486,471.60

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, Intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**



Metro Asphalt, Inc (seal)

Contractor's Name and Corporate Seal

By:

Signature

Daniel C. O'Donnell

Print Name

Vice President

Title

Attest:

Signature

Assistant Secretary

Title

West Bend Insurance Company

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Robert L Cox II

Print Name

Attorney in Fact

Title

Attest:

Signature

Secretary

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said work with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.



9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be Instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



Bond No. 2642771

## 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:

Robert L Cox II, Rodney Demaree, Kathryn E Johnson, Luke Lambert, Kacee McCrorey, Julie Messbarger, Joshua Roberts, David S Salavitch

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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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.



Julie 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary

## PAYMENT BOND

CONTRACTOR (name and address):

Metro Asphalt, Inc

3811 N Cobbler Rd.  
Independence, MO 64058

SURETY (name and address of principal place of business):

West Bend Insurance Company

1900 S 18th Ave.  
West Bend, WI 53095

OWNER (name and address):

City of Liberty, Missouri

101 E Kansas St.  
Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$1,486,471.60

Description (name and location): 2025 Street Maintenance Pavement Restoration  
Project No. 25-003

### BOND

Bond Number: 2642771

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$1,486,471.60

Modifications to this Bond Form: ☒ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Metro Asphalt, Inc (seal)

Contractor's Name and Corporate Seal

By:

*Daniel C. O'Donnell*  
Signature

Daniel C. O'Donnell

Print Name

Vice President

Title

Attest:

*Anita H. Besby*  
Signature

Assistant Secretary

Title

### SURETY

West Bend Insurance Company

Surety's Name and Corporate Seal

By:

*Robert L Cox II*  
Signature (attach power of attorney)

Robert L Cox II

Print Name

Attorney in Fact

Title

Attest:

*Ken McCumby*  
Signature

Secretary

Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

C-515, Payment Bond

1 of 4

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and

shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**16. Definitions**

**16.1 Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

**16.2 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

**16.3 Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:



Bond No. 2642771

## 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:

Robert L Cox II, Rodney Demaree, Kathryn E Johnson, Luke Lambert, Kacey McCrorey, Julie Messbarger, Joshua Roberts, David S Salavitch

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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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.



Julie 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary

# 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 four 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, 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 two years 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.
- 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 consider 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-5.03** Add the following new paragraphs immediately after Paragraph 5.03.B:

- A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
  - 1. Not used.

**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): Statutory

**Employer's Liability:**

Bodily injury, each accident \$ 505,520

2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate \$ 3,370,137

Products - Completed Operations Aggregate \$ 3,370,137

Personal and Advertising Injury  
With employment exclusion deleted \$ 3,370,137

Each Occurrence (Bodily Injury and Property  
Damage) \$ 3,370,137

3. **Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

Combined Single Limit of \$ 3,370,137

4. **Excess or Umbrella Liability:**

Per Occurrence \$ 3,370,137

General Aggregate \$ 3,370,137

5. **Contractor's Pollution Liability:**

Each Occurrence \$ Not Applicable

General Aggregate \$ Not Applicable



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 \$ 3,370,137

Annual Aggregate \$ 3,370,137

## **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 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 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS**

**SC-19.01** The following paragraph shall be added as Paragraph 19.01.

**SC-19.01 Excessive Unemployment pursuant to 290.580 RSMo:** Except as otherwise required by law, during a period of excessive unemployment in the State of Missouri, the Contractor shall employ only Missouri laborers from nonrestrictive states on the project, as provided in Sections 290.55 to 290.580 RSMo.

**SC-19.02** The following paragraph shall be added as Paragraph 19.02.

**SC-19.02 Anti Discrimination Certification RSMo 34.600:** Pursuant to RSMo 34.600 the contractor shall be required to complete Exhibit C "Anti-Discrimination Against Israel Act Certification".

**SC-19.03** The following paragraph shall be added as Paragraph 19.03.

**SC-19.03 Proof of Lawful Presence for Eligibility for Temporary Public Benefits:** Pursuant to 208.009 RSMo the applicant shall provide affirmative proof that the applicant is a citizen of a permanent resident of the United States or is lawfully present in the United States. This may be verified by the presentation of the signing applicants current valid driver's license.

# **SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

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**SPC-1.01 Scope of Work**

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish milling, conventional asphalt overlay, full depth asphalt pavement repair, manhole adjustments, pavement marking with other incidental and related work as set forth in these specifications and the provided exhibits and as directed by the Engineer to make a complete and finished job. More specifically the streets, are:

**2025 STREET MAINTENANCE PAVEMENT RESTORATION PROJECT**

| <b>Bid</b> | <b>Overlay Depth</b> | <b>Street</b>       | <b>From</b>    | <b>To</b>      |
|------------|----------------------|---------------------|----------------|----------------|
| Base       | 1.5"                 | Fox Run Terrace     | Maple Woods Dr | End            |
| Base       | 1.5"                 | Glen Brook Ln       | Ashton Terrace | End            |
| Base       | 1.5"                 | Hampton Ct          | N Forest Ave   | End            |
| Base       | 1.5"                 | Hemlock Dr          | Woodland Ave   | End            |
| Base       | 1.5"                 | Holt                | Withers Rd     | Birmingham     |
| Base       | 1.5"                 | La Frenz            | Hillview Rd    | Richfield Rd   |
| Base       | 1.5"                 | La Frenz            | Ruth Ewing Rd  | Hillview Rd    |
| Base       | 1.5"                 | Maple Woods Ct      | Maple Woods Dr | End            |
| Base       | 1.5"                 | Maple Woods Dr      | Glen Brook Ln  | Holt Dr        |
| Base       | 1.5"                 | Maple Woods Terrace | Maple Woods Dr | End            |
| Base       | 1.5"                 | N Camelot Dr        | Camelot Ct     | N Clayview Dr  |
| Base       | 1.5"                 | N Forest Ave        | Hampton Ct     | End            |
| Base       | 1.5"                 | N. Church Rd.       | 104th          | City Limits    |
| Base       | 1.5"                 | Ruth Ewing Rd       | Claywoods Pkwy | La Frenz       |
| Base       | 1.5"                 | Ruth Ewing Rd       | Route 291      | Claywoods Pkwy |
| Base       | 1.5"                 | S Wales Dr          | Withers Rd     | Maple Woods Dr |
| Base       | 1.5"                 | Spruce Dr           | Hemlock Dr     | N Forest Ave   |
| Base       | 1.5"                 | Spruce Park Rd      | Woodland Ave   | N Clayview Dr  |
| Base       | 1.5"                 | Sylvan Pl           | Wild Briar Dr  | Lake Rd        |

|              |      |               |                |              |
|--------------|------|---------------|----------------|--------------|
| Base         | 1.5" | Trumpet Ct    | Maple Woods Dr | End          |
| Base         | 1.5" | Wildbriar Cir | Wildbriar Rd   | End          |
| Base         | 1.5" | Wildbriar Ct  | Wildbriar Dr   | End          |
| Base         | 1.5" | Wildbriar Dr  | Spruce Park Rd | Nashua Rd    |
| Base         | 1.5" | Wildbriar Pl  | Wildbriar Rd   | End          |
| Base         | 1.5" | Wood Ct       | Woodland Ave   | End          |
| Base         | 1.5" | Woodbury Dr   | Wild Briar Ct  | End          |
| Base         | 1.5" | Woodland Ave  | Spruce Dr      | N Camelot Dr |
| Add Alt<br>1 | 1.5" | Kings Hwy     | Stewart Rd     | Liberty Dr   |
| Add Alt<br>2 | 1.5" | Murray Ct     | Murray Rd      | End          |
| Add Alt<br>2 | 1.5" | Murray Rd     | S Leonard St   | 291.00       |

*Refer to SPC-1.02 for a more detailed description of how add alternates are to be considered.*

**SPC-1.02 Add Alternates**

- A. This contract requires bidders to bid on additional contract work that will be considered for award. The award of this project does not guarantee work for all add alternate sections.

| Routes                                                         | Proposal Section Description |
|----------------------------------------------------------------|------------------------------|
| As Defined in SPC-1.01 and Exhibit A of the Contract Documents | Base                         |
| As Defined in SPC-1.01 and Exhibit A of the Contract Documents | Add Alternate 1              |
| As Defined in SPC-1.01 and Exhibit A of the Contract Documents | Add Alternate 2              |

*Note: See Bid Form for a breakdown of all quantities for each add alternate section.*

1. **Consideration of Bids.** The contractor shall submit a bid for each add alternate section. The City reserves the right to award, to the lowest responsible bidder, the combination of base plus add alternate sections that will allow the most work to be completed within the City's budget of \$(2,000,000.00). If the City chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities:
  - a. Base + Add Alt 1 + Add Alt 2

- b. Base + Add Alt 1
- c. Base
- 2. The City reserves the right to award the combination of highest priority add alternate sections over the City's budget as long as the low bidder does not change and the award of the combination of highest priority alternate sections does not exceed more than ten percent or \$100,000 of the City's budget, whichever is less.
- 3. The City's budget is the basis for award of add alternates but not the basis for award of the base section. The base section of the contract will be awarded or based on lowest cost bid proposal.
- 4. The awarded bidder will be notified, via email, of the City's selection of the combination of add alternate sections to be awarded the day of the City's meeting.
- B. **Bid Bond Requirements.** The contractor shall be required to obtain a bid bond for 5% of the total bid amount for the base bid and all add alternates. This bid bond will be considered applicable to the proposed work for any option.
- C. **Basis of Payment.** The accepted quantities of the chosen combination of base plus add alternate sections will be paid for by the contract unit bid price for item numbers found within the schedule of items for each section.

#### ***SPC-2.01 Contract Special Conditions***

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions

#### ***SPC-2.02 Asphalt Cement Price Index***

This is the method of price adjustment for asphalt concrete materials (regardless of the type) used on the Project. Adjustments will be made to the unit prices used to determine payments due the Contractor for any asphalt concrete base or asphalt concrete surface when the monthly average price for the asphalt cement price has fluctuated from the price determined on the month the project was bid. Adjustment calculations are based on PG64-22, but will apply equally to all grades of asphaltic cement. The calendar month price shall be obtained as follows:

The midpoint of the published low and high prices taken from the "Asphalt Weekly Monitor"® Kansas City Area, published by Poten & Partners Inc. The weekly report which encompasses the 15th day of each month will be used to determine the Kansas City Area Index Price.

The price adjustment will be applied to the percent of asphalt binder used in the mix design of the asphaltic concrete approved for the project. The method of determining the amount shall be based on the percentage of virgin asphalt contained in the approved design mix. The effective asphalt content obtained from the use of recycled asphaltic concrete pavement (RAP) will not be eligible for adjustment.

To determine the adjustment the following formula shall be used:

$$A = (B \times C) \times (D - E) \text{ Where}$$

A= Adjustment for mix placed during monthly average index period.

B= Tons of Mix placed during the monthly average index period.

C= % of virgin asphalt binder as listed in the job mix formula in use.

D= Monthly average price at time of mix placement.

E= Monthly average price listed in bid proposal.

The Engineer will make adjustment payments (or deductions) for the applicable work completed. If the contract time has expired payments (or deductions) will continue to be applied, but the adjustment will be based on the index for the month the contract expired.

***SPC-3.01 Contractor Furnished Staking***

- D. The Contractor shall furnish stakes, and surveys, and other materials as may be required for the proper staking and laying out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work.
- E. All survey and staking work performed under this contract shall be done to the lines, grades and elevations shown on the plans and shall be subsidiary to the contract. No direct payment for this work will be made to the Contractor.
- F. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.
- G. The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks that have been moved or destroyed, the Contractor will be charged with the resulting expense of replacement.

***SPC-4.01 Traffic Control and Routing***

All costs for traffic control shall be considered incidental to the work and no direct payment shall be allowed.

- A. Flaggers and lane closures shall be required for N. Church Rd., Ruth Ewing Rd., Holt Dr., S. La Frenz Rd., Kings Hwy. and Murray Rd.
- B. A dedicated Traffic Control Plan shall be required for N. Church Rd., Ruth Ewing Rd., Holt Dr., S. La Frenz Rd., Kings Hwy. and Murray Rd. Traffic Control Plans shall be submitted to the Owner for review. Written approval from the Owner is required prior to implementation.
- C. 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.
- D. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
- E. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
- F. Barricades and/or signs shall not be removed from a resurfaced or patched street until said street's temperature has cooled such that marks will not occur in the street surface once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.

- G. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- H. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer.
- I. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
- J. The City of Liberty, Missouri 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.

#### ***SPC-5.01 Fees for Construction Permits***

The City agrees to waive all fees construction permits, as required by the City, 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 subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work adjacent to or within State and/or Rail Road Right of way shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

#### ***SPC-6.01 Restoration of Yards***

There shall be no direct payment made for the restoration of yards disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All yards damaged beyond the construction limits shall be restored to at least equal to current condition as approved by the Engineer. Such work shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair lawn damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

#### ***SPC-7.01 Asphalt Pavement – Material and Placement Requirements***

- A. Asphalt surface materials and placement shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base. However, balanced mix design principles shall be used to design a performance test-based crack resistant and rut resistant asphalt mix that meets flexibility index (FI) and rut resistance (HWT) criteria detailed in SPC-18.01.3 and SPC-18-01.4.
- B. The Contractor shall provide a smooth transition from the resurfaced roadway section to the existing pavement at intersections and driveways as directed by the Engineer or his representative in the field.

- C. **Conventional Paving:** The bituminous paver shall be equipped with automatic screed controls as set forth in the above referenced Liberty Technical Specifications. Reference grade shall be established by the Contractor at his expense in connection with construction staking.
- D. **Low-Tracking or Non-Tracking Tack Coat:** A Low-Tracking or Non-Tracking Tack Coat shall be used in the preparing and treating of existing bituminous or concrete surface prior to an asphalt overlay.
- a. **Requirements:** Products accepted for use as low-tracking or non-tracking tack shall not stick to the tires, tracks or other parts of paving equipment or vehicles such that the surface to be overlaid becomes visible or void of tack prior to the placement of the asphaltic concrete pavement mixture. The tack material shall exhibit a low-tracking or non-tracking characteristic within 30 minutes of being applied to the roadway. Products accepted for use shall exhibit a laboratory "no-pick-up" time of 60 minutes or less. The product shall bond the two pavements. Products accepted for use shall exhibit a laboratory bond strength greater than or equivalent to a standard SS-1h tack material. The test method used may be any AASHTO, ASTM method or other approved research test methods.
  - b. **Equipment and Construction Requirements:** All equipment and construction requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner.
  - c. **Storage and Handling:** All storage and handling requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner.
  - d. **Distributor:** All Distributor requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner. If the particle charge of the low-tracking or non-tracking tack is different from the particle charge of the emulsion that was previously used then the tank shall be thoroughly cleaned prior to use, since some products are not compatible.
  - e. **Curing:** In lieu of product manufacturer specified cure times the low-tracking or non-tracking tack shall be allowed 15-30 minutes to cure prior to any construction traffic driving on the tacked surface. A minimum 15 minutes of cure time shall be allowed prior to driving on the tacked surface, unless less cure time is successfully demonstrated and approved by the Owner.
  - f. **Supplier Information:** the low-tracking or non-tracking tack materials are a different type of product compared to conventional tack. There may be multiple products that can meet the low-tracking or non-tracking tack requirements. All products that achieve equivalent field performance will be allowed.
  - g. **Material Requirements:** All material shall be in accordance with the below material specifications. Contractor shall supply to Owner testing data verifying that Tack meets the below listed properties.

| Emulsion Properties for Low-Tracking or Non-Tracking Tack Coat |                          |     |     |
|----------------------------------------------------------------|--------------------------|-----|-----|
| Parameter                                                      | Test Method              | Min | Max |
| Viscosity, Saybolt Furol @ 25°C (77°F), s                      | AASHTO T 59 or ASTM D88  | 10  | 100 |
| Storage Stability Test, 24 hr, %                               | AASHTO T 59 or ASTM D244 | --- | 1.0 |

|                                          |                           |            |            |
|------------------------------------------|---------------------------|------------|------------|
| Sieve Test, percent                      | AASHTO T 59 or ASTM D244  | ----       | 0.30       |
| Residue by Distillation, %               | AASHTO T 59 or ASTM D244  | 50         | ----       |
| Oil Distillate by Distillation, %        | AASHTO T 59 or ASTM D244  | ----       | 1          |
| <b>Test on Residue from Distillation</b> |                           |            |            |
| <b>Parameter</b>                         | <b>Test Method</b>        | <b>Min</b> | <b>Max</b> |
| Penetration 25°C (77°F), 100g, 5 s       | ASTM D5                   | ----       | 90         |
| Solubility in Trichloroethylene, %       | AASHTO T 44 or ASTM D2042 | 97.5       | ----       |

- h. Method of Payment: Tack is a subsidiary of the Asphalt line item and no additional payment for Tack shall be made.

***SPC-8.01 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 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.

In all locations where pavement is milled and overlaid adjacent to ADA Curb ramps the pavement shall be put back in such a fashion as to provide an ADA compliant path of travel from ramp to ramp. Work required for this shall be done at no additional charge to the Owner.

***SPC-9.01 Safety of the Public***

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing 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. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

- A. Public Notification: The Contractor shall place door hangar notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Pre-printed door hangar notifications shall be supplied by the City of Liberty, but placed by the Contractor.

The Contractor shall not be allowed to commence work if Public Notification has not been made.

- B. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

### **SPC-10.01 Dimensions and Elevations**

It is the intent of this project to match existing dimensions and elevations unless otherwise notified. The Contractor shall verify all dimensions and elevations. Any discrepancy between the dimensions and elevations shown on the plans and those found by the Contractor shall be supplied to the Engineer for approval prior to construction.

### **SPC-11.01 Pavement Markings**

This work shall consist of the installation of the pavement markings to replace the current marking pattern. The Contractor shall be required to inventory the existing pavement markings prior to milling operations for use in layout of re-stripping following paving operations. Pavement marking inventory work shall be incidental to the pavement marking pay items. The pavement markings shall be thermoplastic type pavement markings in accordance with the City of Liberty Technical Specifications. All pavement marking symbols shall conform to the (MUTCD) and be thermoplastic. This work shall include all labor, materials and equipment necessary to complete the work. Removal of existing pavement markings when necessary shall be ground off; blacking-out existing markings with paint or other surface treatments other than grinding will not be acceptable.

New crosswalks shall be two parallel 6" wide solid white lines spaced a minimum of 6 feet apart.

### **SPC-12.01 Cold Milling**

All curb and gutter streets shall be edge milled. However, streets or portions thereof shall be full width milled if the existing pavement crown cross slope is 3% or greater, or full width milling is required to achieve positive drainage (i.e. intersections, correction of "bird-baths," etc.).

1. Edge milling shall be 1 ½" in depth at curb side and ½" at opposite edge of the milling cylinder. The balance of the street surface shall be textured milled.
2. Full width milling shall be 1 ½" in depth at edge or curb side of the street and extend full width across the street providing a smooth surface.
3. Bridge deck and approach surfaces shall not be milled.
4. Joints shall be milled on all streets (curbed and non-curbed) where new paving matches existing pavements, curbs, ramps, and drive approaches.
5. Full depth milling shall be the full depth of the existing pavement up to a maximum of 8" depth as located in the field and incidental to the Full Depth Repair pay item.
6. Structures in the street such as manholes, water valves, survey monument boxes, utility vaults, etc. shall be adjusted to match finished asphalt surface grade. Structures may be milled around on all streets, or riser rings may be used for manholes and water valves which shall be furnished and installed by the Contractor with the cost incidental to the milling and/or paving pay items. Grade adjustments to all other structures (utility vaults, survey monument boxes, etc.) shall be done as necessary to meet finished asphalt surface grade by milling, riser rings, or other means by the Contractor with the cost incidental to the milling and/or paving pay items.
7. Millings shall be disposed of by the Contractor. Collection and removal of Millings shall be considered incidental to the Cold Milling contract line item and no additional payment shall be made.
8. In all locations where pavement is milled and overlaid adjacent to ADA Curb ramps the pavement shall be put back in such a fashion as to provide an ADA compliant path of travel from ramp to ramp. Work required for this shall be done at no additional charge to the Owner.



### SPC-13.01 NA

### SPC-14.01 Full Depth Pavement Repair

- A. Full Depth Pavement Repair: Shall be used as needed and marked in the field by the Owner's Representative. The patch shall be a minimum of 6' wide as measured perpendicular to the longitudinal length of the road. Removal of failed asphalt pavement (by milling or other means) and replacement with new asphalt pavement shall be up to 8" depth from milled surface elevation. Asphalt material placed in the patch shall be incidental to this item.
- (1) Areas with significant mud pumping shall be undercut by milling or excavator up to 8" below the milled surface elevation and replaced with 3" minus crusher run or asphalt hot mix.
  - (2) If deeper undercutting is required, additional compensation shall be paid proportionally as additional full depth pavement repair area. For example, if 100 SY of area is undercut 16", payment will be 200 SY of Full Depth Asphalt Pavement Repair (8").

### SPC-15.01 Balanced Asphalt Mix Design and Testing

Asphalt surface materials shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base. However, balanced mix design principles shall be used to design an economical, crack resistant, and rut resistant asphalt mix that meets performance test based flexibility index (FI) and rut resistance (HWT) criteria detailed in SPC-18.01.3 and SPC-18-01.4.

Acceptable test results meeting the FI and HWT shall be submitted with the mix design for approval. Acceptable Performance Grade binders shall be PG 64-22 or PG 64-28, or other as approved by the City Engineer.

Quality Control (QC) testing performed by the contractor is incidental to the asphalt paving pay items. Quality Assurance (QA) testing furnished and paid for by the City shall be performed at the discretion of the City Engineer and coordinated with the contractor. A favorable comparison will be achieved if the results for QA and QC are within 30%.

1. Performance Testing: Quality Control (QC) testing for Flexibility Index (FI) and Hamburg Wheel Track (HWT) Testing will be required by the contractor on the first full day of production for mainline pavement. Testing will not be required for days with less than 200 tons of production. Random testing location will be determined by the engineer.
2. Mix Sampling and Preparation: Loose mix may be sampled from the roadway or the plant, in accordance with AASHTO R 97. No conditioning will be performed on the plant mixed samples. Lab mixed samples for mix design submittal shall be short term conditioned in accordance with AASHTO R30 prior to splitting. All loose mix material shall be allowed to cool to room temperature and then reheated to compaction temperature for splitting to the appropriate size in accordance with R47. Samples shall then be heated to the compaction temperature +/- 3 C prior to molding. The specimens shall be compacted to 7.0 +/- 0.5% air voids.
3. Flexibility Index Testing: The Flexibility Index (FI) testing will be completed in accordance with I-FIT (Illinois Flexibility Index Test) Procedure 405 dated 01/01/2016 available at [https://www.modot.org/sites/default/files/documents/Illinois\\_Flexibility\\_Index\\_Test.pdf](https://www.modot.org/sites/default/files/documents/Illinois_Flexibility_Index_Test.pdf). In lieu of the FI, the Ideal CT criteria may be substituted using the limits shown below. The Ideal Cracking Test (CT) criteria may be substituted using the limits shown below. The Ideal CT shall be completed in accordance with ASTM D8225 and at a test temperature of 25 C when used.

| FLEXIBILITY INDEX | Ideal CT    | PASS / FAIL |
|-------------------|-------------|-------------|
| NMAS* < 190       | NMAS* < 190 |             |

|       |      |        |
|-------|------|--------|
| < 2.0 | < 32 | FAILED |
| > 2.0 | > 32 | PASSED |

*\*NMAS = Nominal Maximum Aggregate Size*

4. **Hamburg Wheel Track:** Hamburg Wheel Track testing will be completed in accordance with AASHTO T324 at test temperature of 50 C and 62 mm specimen height.

| PG Grade | Minimum Wheel<br>Passes | Maximum Rut<br>Depth |
|----------|-------------------------|----------------------|
| 64-22    | 10,000                  | 12.5 mm              |
| 64-28    | 10,000                  | 12.5 mm              |

5. **Design Gyration:** The number (N) of gyrations required for gyratory compaction shall be in accordance with KC Metro APWA Type 5-01.
6. **VFA Requirements:** Voids Filled with Asphalt (VFA) shall be omitted provided that the Hamburg Wheel Tracking Requirements are satisfied and the Flexibility Index is above 2.
7. **Removal Limits:** If corrective action is necessary as a result of failed QA/QC testing, cost of testing and necessary corrective action will be borne by the Contractor. Failure results of IF or HWT tests will result in immediate shutdown of operations and removal of materials placed that day at the contractor's expense. Operations may resume when the contractor is confident that production and placement will meet the performance requirements. Testing (QC and QA) will be required following resuming of operations and shall be at the cost of the contractor.

#### **SPC-16.01 Measurement and Payment**

##### **A. General:**

1. 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.
2. 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.
3. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:

##### **B. Asphaltic Concrete (conventional paving overlays):**

1. Asphaltic Concrete (All types) shall be measured by the tons of material placed. Measurement shall be computed from the ticketed quantities for materials placed and accepted.

2. Payment will be made at the contract unit prices bid as shown in the proposal for Asphaltic Concrete Surface (All Types). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.
  3. Paving tack is subsidiary to the asphalt item.
- C. Cold Milling:
1. Cold milling shall be measured by the square yard of cold milling completed as indicated on the plans and shall include all sweeping, collecting and disposal of millings and related work.
  2. Payment will be made at the contract unit price bid as shown in the proposal for cold milling. Payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work.
- D. Thermoplastic Striping and Permanent Marking:
1. Thermoplastic longitudinal and skip striping shall be measured by the linear feet of pavement marking placed.
    - a. Skips shall be 4" wide and 12' long with 30 foot gap spacing.
    - b. Double yellow shall be 4" wide with 4" gap between longitudinal lines. Double yellow shall be measured by linear foot of pavement marking placed; for example, 1000 linear feet of roadway striped with double yellow would be measured and paid as 2000 linear feet of double yellow striping.
  2. Arrows and Words shall be thermoplastic and counted as each.
  3. Stop Bars shall be measured by the linear feet of 24" striping.
  4. Crosswalks shall be two parallel 6" white stripes transversely placed across the street a minimum of 6' apart and measured by the linear feet of 6" striping.
  5. Railroad Crossing symbols shall be thermoplastic and counted as each. Symbols shall include all words, symbols, and lines necessary to comply with MUTCD standards.
  6. Contractor will be responsible for inventory of the existing pavement markings prior to milling operations. Inventory work shall be incidental to the pavement marking pay items.
  7. Payment will be made at the Contract unit price bid as shown in the proposal for each type of striping installed and accepted, which prices shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the striping operation.
- E. Traffic Control:
1. Traffic control for all project construction shall be subsidiary to other items of work and no additional compensation allowed.
- F. Full Depth Asphalt Pavement Repair (Overlay Streets - Spot Locations):
1. Full depth pavement repair shall be measured by the square yard of material placed up to 8" depth below milled surface elevation. Deeper patches may be paid at a price proportional to the 8" depth unit price. Measurement shall be to the nearest square yard prior to the placement of final asphalt.
  2. Payment will be made at the contract unit prices bid as shown in the proposal for Full Depth Pavement Repair (spot locations). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.
- G. State and Rail Road Permits

1. All State and/or Rail Road Permits required for work within or adjacent to State and/or Rail Road Right of Way shall be subsidiary to other items of work and no additional compensation allowed.

## **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 the latest revision of Technical Specifications 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:  
<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.

### **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.



## MISSOURI PROJECT EXEMPTION CERTIFICATE

### AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **John Findlay, City Engineer - 816.439.4507**

PROJECT # ASSIGNED: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

PROJECT LOCATION: **City of Liberty, Missouri** – \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

DATE PROJECT TO BEGIN: \_\_\_\_\_

ESTIMATED PROJECT COMPLETION DATE: \_\_\_\_\_

REVISED COMPLETION DATE: \_\_\_\_\_

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

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

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED

APPROVED

\_\_\_\_\_  
DIRECTOR OF FINANCE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY ENGINEER

\_\_\_\_\_  
DATE

### INSTRUCTIONS

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

**CONTRACTOR/SUBCONTRACTOR-** The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

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

# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY  
101 E KANSAS ST  
LIBERTY MO 64068

Missouri Tax ID  
Number: 12490938

Effective Date:  
07/11/2002

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

# EXHIBIT A



1. WILDBRIAR DR
2. WILDBRIAR DR
3. WILDBRIAR PL
4. WILDBRIAR CT
5. WILDBRIAR CT
6. WILDBRIAR CT
7. WOODBURY DR
8. SPRUCE (PARK RD) ST
9. WOODBURY DR
10. WILDBRIAR DR
11. SPRUCE ST
12. CAMELOT DR
13. CAMELOT DR
14. HICKORY ST
15. WOOD CT
16. N FOREST AVE
17. SPRUCE ST
18. SPRUCE DR
19. N FOREST AVE
20. HAMPTON CT
21. E MURRAY RD
22. MAPLE WOODS DR
23. MAPLE WOODS DR

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24. COLUMBINE CT
25. MAPLE WOODS DR
26. MAPLE WOODS CT
27. TRUMPET CT
28. ASHTON TER

- 32
33. GLEN BROOK LN
34. MAPLE WOODS DR
35. GLEN BROOK LN
36. MAPLE WOODS TER
37. MAPLE WOODS DR

# Overlay Exhibit Map

Base Items  
Add Alt 1

Add Alt 2  
Municipal Boundaries



**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

***Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars (\$100,000.00) or (2) Contractor employees fewer than ten (10) employees.***

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting “to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.”

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor’s rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

**CONTRACTOR**

By:   
[signature]

DANIEL C. O'DONNELL  
Print Name

Its:   
[list title]

**34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. —** 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section\* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of [chapter 536](#) and, if applicable, section [536.028](#). This section and [chapter 536](#) are nonseverable and if any of the powers vested with the general assembly pursuant to [chapter 536](#) to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-134

**Department:** Public Works

**Submitted By:** Joshua Martinez, Capital Projects Engineer

**Subject:** Ordinance approving a contract with Inco USA, LLC for City of Liberty Project 25-002 2025 concrete flatwork replacement in an amount of \$186,085.26 with authorization for a spending amount not to exceed \$203,302.00

**Summary:**

- Ordinance approving a contract between Inco USA, LLC. for City of Liberty Project 25-002 2025 Concrete Flatwork Replacement.
- The scope of work provides for the repair and/or replacement of concrete ADA curb ramps, sidewalks and curb and gutters associated with the City Street Maintenance Pavement Restoration project and within select areas identified by City Task Forces.
- The amount requested for approval includes both the contract amount of \$186,085.26 and the addition of an approximate 20% contingency (\$37,216.74).
- The Citizen Sales Tax Oversight Committee reviewed the project at the April 10, 2025, meeting and determined it meets voter intent.

**Background:**

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This report pertains to the 2025 Concrete Flatwork Replacement Project (CFRP), otherwise known as Project 25-002.

The 2025 CFRP project includes:

- The removal and replacement of approximately 41 ADA Curb Ramps;
- The removal and replacement of approximately 5,140 square feet of concrete sidewalk;
- The removal and replacement of approximately 590 linear feet of concrete curb and gutter; and
- Mud-jacking of approximately 635 square feet of concrete sidewalk.

Locations which are included within the project are:

- Immediately adjacent to the selected streets being restored as part of the 2025 Street Maintenance Pavement Restoration Project;
- Adjacent to or serving Liberty Public Schools; and
- Along the West side of Main St. from Mississippi St. to the Garrison School.

A bid manual was put together, publicly advertised with bids opened and publicly read on April 1, 2025. The three bidders were:

- Freeman Concrete Construction, LLC. - \$464,038.00
- Inco USA, LLC. - \$186,085.26
- Southtown Glass, Inc. - \$308,640.00

This report and subsequent Ordinance request recommends approval of a contract with Inco USA, LLC. in the amount of \$186,085.26 with additional funding authorization of \$37,216.74 for a total requested authorization amount of \$223,302.00. The amount requested for approval includes both the contract amount of \$186,085.26 and the addition of an approximate 20% contingency (\$37,216.74). Contingency is requested for the following reasons:

- Staff estimated and budgeted \$373,008.35 in expenditures for this project and the contingency is within this budgeted amount.
- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the total bid price.
- It allows quick action in the event of emergency concrete repair/replacement issues that may develop over the length of the contract.

The 2025 Street Restoration Project base budget was established at \$2,400,000.00 for 2025 during CIP development. This includes \$800,000.00 from Transportation Sales Tax and \$1,600,000.00 from Capital Sales Tax.

Staff recommends approval of a contract with Inco USA, LLC. for City of Liberty Project 25-002 2025 Concrete Flatwork Replacement in an amount not to exceed \$186,085.26 with additional funding authorization of \$37,216.74 for a total requested authorization amount of \$223,302.00.

**Previous Action (if applicable):**

- The Citizen Sales Tax Oversight Committee reviewed the project at the April 10, 2025 meeting and determined it meets voter intent.

**Policy/Committee Review:**

|   |                                             |                                      |
|---|---------------------------------------------|--------------------------------------|
| X | Citizen Sales Tax Oversight Committee       | Completed/Recommended: April-10-2025 |
|   | Public Safety Sales Tax Oversight Committee | Completed/Recommended: NA            |
|   | Budget Committee                            | Completed/Recommended: NA            |
|   | Other:                                      | Completed/Recommended: NA            |

**Financial Considerations:**

|   |                  |                                 |                      |
|---|------------------|---------------------------------|----------------------|
| X | <b>Budgeted:</b> | Line Item: 351-70023-201-000000 | Amount: \$223,302.00 |
|   |                  | Line Item:                      | Amount:              |

|                     |                               |         |
|---------------------|-------------------------------|---------|
|                     | Revenue Line (if applicable): | Amount: |
| <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                     | Line Item:                    |         |
|                     | Funding Source:               | Amount: |

**Attachments:**

1. 2025-134 Approve Contract Inco Concrete Project 25-002 - ORD
2. 2025 Concrete Contract\_Signed

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING A CONTRACT WITH INCO USA, LLC FOR CITY OF  
LIBERTY PROJECT 25-002 2025 CONCRETE FLATWORK REPLACEMENT IN AN  
AMOUNT NOT TO EXCEED \$186,085.26

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 Inco USA, LLC. for City of Liberty Project 25-002 2025 Concrete Flatwork Replacement with a bid amount of ONE HUNDRED EIGHTY-SIX THOUSAND EIGHTY-FIVE DOLLARS AND TWENTY-SIX CENTS (\$186,085.26), with authorization to spend up to TWO HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED TWO DOLLARS AND ZERO CENTS (\$223,302.00), 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 CANUTSON, MAYOR

The City of



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2025 Concrete Flatwork  
Replacement

Project No. 25-002

**City of Liberty**

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



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# BID FORM

CITY OF LIBERTY  
LIBERTY, MISSOURI  
2025 CONCRETE FLATWORK REPLACEMENT  
PROJECT #25-002  
MARCH 13, 2025

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***City of Liberty, 101 E. Kansas Street, Liberty, MO 64068***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u>         | <u>Addendum, Date</u>       |
|-----------------------------|-----------------------------|
| <u>N/A</u>                  | <u>N/A</u>                  |
| <u>                    </u> | <u>                    </u> |
| <u>                    </u> | <u>                    </u> |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (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. 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):

A. UNIT PRICE SCHEDULE:

| Base Bid              |                                          |      |                    |             |               |
|-----------------------|------------------------------------------|------|--------------------|-------------|---------------|
| Line Item #           | Description                              | Unit | Estimated Quantity | Unit Price  | Bid Price     |
| 1                     | ADA Curb Ramp Removal and Replacement    | EA   | 31                 | \$ 1,884.11 | \$ 58,407.41  |
| 2                     | Sidewalk Removal & Replacement (4")**    | SF   | 3100               | \$ 10.11    | \$ 31,341.00  |
| 3                     | Curb and Gutter, Removal & Replacement** | LF   | 310                | \$ 50.35    | \$ 15,608.50  |
| 4                     | ADA Curb Ramp Repair                     | EA   | 5                  | \$ 2,242.16 | \$ 11,210.80  |
| GRAND TOTAL BASE BID: |                                          |      |                    |             | \$ 116,567.71 |

| *Add Alternate 1           |                                          |      |                    |             |              |
|----------------------------|------------------------------------------|------|--------------------|-------------|--------------|
| Line Item #                | Description                              | Unit | Estimated Quantity | Unit Price  | Bid Price    |
| AA-1.1                     | ADA Curb Ramp Removal and Replacement    | EA   | 5                  | \$ 2,380.26 | \$ 11,901.30 |
| AA-1.2                     | Sidewalk Removal & Replacement (4")**    | SF   | 500                | \$ 12.74    | \$ 6,370.00  |
| AA-1.3                     | Curb and Gutter, Removal & Replacement** | LF   | 50                 | \$ 131.75   | \$ 6,587.50  |
| GRAND TOTAL ADD ALT 1 BID: |                                          |      |                    |             | \$ 24,858.80 |

| *Add Alternate 2 |             |      |                    |            |           |
|------------------|-------------|------|--------------------|------------|-----------|
| Line Item #      | Description | Unit | Estimated Quantity | Unit Price | Bid Price |

|                                   |                                           |    |      |             |                     |
|-----------------------------------|-------------------------------------------|----|------|-------------|---------------------|
| AA-2.1                            | ADA Curb Ramp Removal and Replacement     | EA | 5    | \$ 1,962.65 | \$ 9,813.25         |
| AA-2.2                            | Sidewalk Removal & Replacement (4")***    | SF | 1540 | \$ 11.31    | \$ 17,417.40        |
| AA-2.3                            | Curb and Gutter, Removal & Replacement*** | LF | 230  | \$ 48.00    | \$ 11,040.00        |
| AA-2.4                            | Mud-Jacking                               | SF | 635  | \$ 10.06    | \$ 6,388.10         |
| <b>GRAND TOTAL ADD ALT 2 BID:</b> |                                           |    |      |             | <b>\$ 44,658.75</b> |

\*Refer to Special Conditions of the Contract *SPC-1.02 Add Alternates* for details on how Add Alternates are to be considered.

\*\* Sidewalk quantities are composed of an assumed 20' associated with each ADA ramp location and shall only be used if deemed necessary to achieve ADA compliance for the Ramp. Curb and gutter quantities are composed of an assumed 10' associated with each ADA ramp location and shall only be used if deemed necessary to achieve ADA compliance and positive drainage for the Ramp.

\*\*\* Sidewalk quantities include assumed 20' associated with each ADA ramp location and shall only be used if deemed necessary to achieve ADA compliance for the Ramp. Curb and gutter quantities include an assumed 10' associated with each ADA ramp location and shall only be used if deemed necessary to achieve ADA compliance and positive drainage for the Ramp.

|                                         |                      |
|-----------------------------------------|----------------------|
| <b>BASE BID + ADD ALT 1 + ADD ALT 2</b> | <b>\$ 186,085.26</b> |
| <b>BASE BID + ADD ALT 1</b>             | <b>\$ 141,426.51</b> |
| <b>TOTAL BASE BID</b>                   | <b>\$ 116,567.71</b> |

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    \$ 186,085.26**

#### **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.: LIC-03-24-0060 [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]*

INCO USA LLC

By:

*[Signature]*



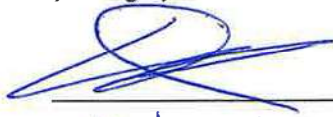
*[Printed name]*

Hector Tabora

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Abel Calix

Title:

Partner

Submittal Date: 04-04-2025

Address for giving notices:

1205 Ott Street, Olathe, Kansas 66061

Telephone Number: 913-250-8776

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: Hector Tabora, HTabora@inco-usa.net

Bidder's License No.: LIC-03-24-0060  
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

### 1. SUBMITTED BY:

Official Name of Firm: INCO USA LLC

Address: 1205 Ott Street, Olathe, Kansas 66061

### 2. SUBMITTED TO:

City of liberty, Missouri

### 3. SUBMITTED FOR:

Owner: City of Liberty, Missouri

Project Name: 2025 Concrete Flatwork Replacement

### TYPE OF WORK:

Removal and Replacement of ADA Curbs, Sidewalks and  
Curb and Gutters

### 4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Hector Tabora

Title: Partner

Phone: 913-250-8776

Email: HTabora@inco-usa.net



**6. AFFILIATED COMPANIES:**

Name: N/A

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

☐ PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

☒ LIMITED LIABILITY COMPANY

State of Organization: Kansas & Missouri

Date of Organization: \_\_\_\_\_

Members: Hector Tabora

Abel Calix

\_\_\_\_\_

\_\_\_\_\_

☐ JOINT VENTURE

Sate of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

## 8. LICENSING

Jurisdiction: Johnson County

Type of License: Class A-General Contractor

License Number: 2025-0010633

Jurisdiction: State of Missouri

Type of License: Occupation Licence / Contractor

License Number: LIC - 03-24-0060

## 9. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other ( \_\_\_\_\_ ): \_\_\_\_\_

## 10. BONDING INFORMATION

Bonding Company: National American Insurance Company

Address: PO Box 9  
Chandler, OK 74834

Bonding Agent: Luke Sealer, SBG Bonding

Address: 1660 SW Market Street, Lee's Summit, MO 64081  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: Luke Sealer

Phone: 816.377.5017

Aggregate Bonding Capacity: 2 Million

Available Bonding Capacity as of date of this submittal: 2 Million

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

How many years' experience in the proposed type and size of construction work has your organization had:

(a) As a general contractor 2 Years

(b) As a subcontractor 6 Years

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

## 12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: INCO USA LLC

BY: Hector Tabora 

TITLE: Partner

DATED: 04-04-2025

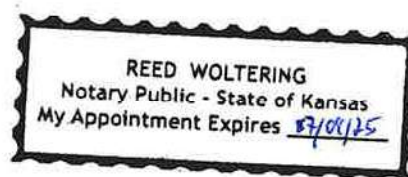
NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 4th DAY OF April, 2025

NOTARY PUBLIC - STATE OF Kansas

MY COMMISSION EXPIRES: 07/09/2025



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals of firm named in Section 1.
6. Additional items as pertinent.

# SCHEDULE A

## CURRENT EXPERIENCE

| Project Name                                                     | Owner's Contact Person                                                                                                                                                      | Design Engineer                 | Contract Date | Type of Work                                                                          | Status             | Cost of Work |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------|---------------------------------------------------------------------------------------|--------------------|--------------|
| Kiam Park Walking Trail                                          | Name: Unified Government of Wyandotte County<br>Address: Kansas / Charles Goodman<br>701 North 7th Street, Suite 323, Kansas City, Kansas, 66101<br>Telephone: 816-739-6164 | Name:<br>Company:<br>Telephone: | 03-03-2025    | Earth Work, 5' Sidewalk, 10' Reinforced Trail, Pipe removal, Flowable Fill, ADA Ramps | Under Construction | \$432,564.34 |
| 2024 Sidewalk Improvement Program<br>City Project No. 5C24000-MS | Name: City of Lawrence / John Donaldson<br>Address: 6 E 6th St, Lawrence, KS 66044<br>Telephone: 785-764-6473                                                               | Name:<br>Company:<br>Telephone: | 01-16-2025    | Concrete Sidewalks, Curbs & Ramps                                                     | Under Construction | \$427,475.10 |
|                                                                  | Name:<br>Address:<br>Telephone:                                                                                                                                             | Name:<br>Company:<br>Telephone: |               |                                                                                       |                    |              |
|                                                                  | Name:<br>Address:<br>Telephone:                                                                                                                                             | Name:<br>Company:<br>Telephone: |               |                                                                                       |                    |              |
|                                                                  | Name:<br>Address:<br>Telephone:                                                                                                                                             | Name:<br>Company:<br>Telephone: |               |                                                                                       |                    |              |
|                                                                  | Name:<br>Address:<br>Telephone:                                                                                                                                             | Name:<br>Company:<br>Telephone: |               |                                                                                       |                    |              |

# SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name                                  | Owner's Contact Person                                                                                                   | Design Engineer                 | Contract Date | Type of Work                                                                                          | Status   | Cost of Work |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------|-------------------------------------------------------------------------------------------------------|----------|--------------|
| 77th Street Sidewalk Gap Project              | Name: City of Lenexa, KS / Nick Wright<br>Address: 7700 Cottonwood, Lenexa, Kansas 66216<br>Telephone: 913-212-4991      | Name:<br>Company:<br>Telephone: | 08-15-2024    | Sidewalks, Curbs & ADA Ramps                                                                          | Finished | \$84,332.74  |
| Sidewalk Replacement No. 24-458-201           | Name: City of Raymore MO / Paschal Smith<br>Address: 100 Municipal Cir, Raymore MO 64083<br>Telephone: 816-331-1852      | Name:<br>Company:<br>Telephone: | 12-20-2024    | Remove & Replace Sidewalks & ADA Ramps                                                                | Finished | \$200,554.07 |
| Project # PW6009, Santa Fe Sidewalk           | Name: City of Gardner / John Trickett<br>Address: 120 E Main St, Gardner, KS 66030<br>Telephone: 913-856-0920            | Name:<br>Company:<br>Telephone: | 08-30-2024    | Earth Work, Concrete Pavement, Curbs & Gutters, Pavement Markings                                     | Finished | \$74,683.92  |
| 2024 Concrete Flatwork replacement No. 24-003 | Name: City of Liberty MO / Joshua Martinez<br>Address: 101, E Kansas Street, Liberty MO 64068<br>Telephone: 816-439-4502 | Name:<br>Company:<br>Telephone: | 30-10-2024    | Earth work, R&R Curbs & Gutters, ADA Ramps, Concrete Approach, Sidewalks, Pav. Markings, French Drain | Finished | \$68,294.40  |
| 2024 Sidewalks                                | Name: City Of Salina / Elizabeth Amos<br>Address: Department of Public Works<br>Telephone: 785-309-5725                  | Name:<br>Company:<br>Telephone: | 09-30-2024    | Ramps, Curbs, Concrete Pavement, Removal of Structures                                                | Finished | \$168,932.64 |
| Sidewalk Repair                               | Name: City Of Salina / Elizabeth Amos<br>Address: Department of Public Works<br>Telephone: 785-309-5725                  | Name:<br>Company:<br>Telephone: | 08-09-2023    | R&R Sidewalks, Curbs & Gutters, Ramps, Concrete Pavement                                              | Finished | \$36,772.90  |
| Driveway Replacement                          | Name: Jeremy Snider<br>Address: 9921 W 113th St, Overland Park, KS 66210<br>Telephone: 913-244-4424                      | Name:<br>Company:<br>Telephone: | 11-30-2023    | R&R Sidewalks, Curbs & Gutters, Ramps                                                                 | Finished | \$11,400.05  |

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name                       | Owner's Contact Person                                                                                  | Design Engineer                 | Contract Date | Type of Work  | Status   | Cost of Work |
|------------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------------|---------------|---------------|----------|--------------|
| Foundation Slab                    | Name: Julie Collins<br>Address: 14008 NE 144th St Kearney, MO 64060<br>Telephone: 816-592-0400          | Name:<br>Company:<br>Telephone: | 06/28/2023    | Flat Concrete | Finished | \$14,000.00  |
| Patio Slab                         | Name: Linda Systek<br>Address: 1617 NE Westwind Dr<br>Lee's Summit, MO 64086<br>Telephone: 314-973-9532 | Name:<br>Company:<br>Telephone: | 08/18/2023    | Flat Concrete | Finished | \$8,383.05   |
| Patio Slab Driveway                | Name: Lance Wingle<br>Address: 2241 Sweet Clover Way<br>Denver, NC 28037<br>Telephone: 704-576-9442     | Name:<br>Company:<br>Telephone: | 09/18/2023    | Flat Concrete | Finished | \$20,017.95  |
| Patio Slab                         | Name: Frederick Alston<br>Address: 2112 Randleman Rd<br>Greensboro, NC 27406<br>Telephone: 917-386-8233 | Name:<br>Company:<br>Telephone: | 01/17/2024    | Flat concrete | Finished | \$12,198.38  |
| Patio Slab                         | Name: Michael South<br>Address: 5711 NW Verlin Drive<br>Parkville, MO 64152<br>Telephone: 816-739-6036  | Name:<br>Company:<br>Telephone: | 08/29/2023    | Flat Concrete | Finished | \$8,477.29   |
| Patio Slab                         | Name: Owzhan Gazhal<br>Address: 8306 Bristol Ford Pl<br>Charlotte, NC 28215<br>Telephone: 704-712-1065  | Name:<br>Company:<br>Telephone: | 12/06/2023    | Flat Concrete | Finished | \$7,237.00   |
| Patio Slabs Front Steps & Sidewalk | Name: Andrew Wesp<br>Address: 12205 W 67th Terrace<br>Shawnee, KS 66216<br>Telephone: 816-807-4265      | Name:<br>Company:<br>Telephone: | 07/10/2023    | Flat Concrete | Finished | \$7,000.00   |



## f 762

[illegible]

## **OSHA REQUIREMENTS**

### **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *RSMo* – Missouri Revised Statutes.

### **ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS**

- 2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

### **ARTICLE 3 – PENALTIES**

- 3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars (\$2500) plus one hundred dollars (\$100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675
- 3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

STATE OF MISSOURI )  
 ) ss  
COUNTY OF Johnson )

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

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

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

3. Contractor 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

\_\_\_\_\_

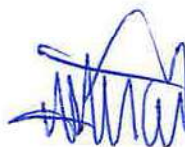
\_\_\_\_\_

\_\_\_\_\_

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

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

Further, Affiant saith not.

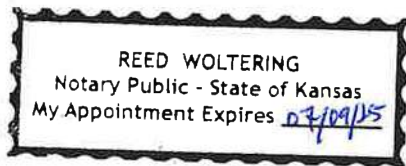


(SIGNATURE)

Hector Tabora

[printed name], Affiant

Subscribed and sworn to before me this 4th day of April, 2025



Notary Public State of ~~Missouri~~ Kansas

My Commission Expires: 07/09/2025

Commissioned in Johnson County

Commission #: 1186359

*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 Contractor; and
2. A valid copy of the signature page completed and signed by the

Contractor, and the Department of Homeland Security – Verification Division.

## **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<br>Hourly<br>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<br>Hourly<br>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.

## **AMERICAN PRODUCTS REQUIREMENTS**

### **ARTICLE 1 – GOODS OR COMMODITIES**

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

### **ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS**

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
  - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
  - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

**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 Inco USA LLC ("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:

- A. ADA Curb Ramp Removal and Replacement
- B. Sidewalk Removal & Replacement (4")
- C. Curb and Gutter, Removal and Replacement
- D. ADA Curb Ramp Repair
- E. Mud-Jacking

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2025 CONCRETE FLATWORK REPLACEMENT – PROJECT NO. 25-002**

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Liberty, 101 E. Kansas Street, Liberty, MO 64068.
- 3.02 The Owner has retained The office of the City Engineer of the City of Liberty ("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. Contractor shall complete the work in accordance with the contract documents between the dates of NTP and August 29, 2025. City shall be notified of the start date a minimum of two weeks prior to the start date of construction.
- B. Earliest Construction Start Date..... Upon Issuance of Notice to Proceed
- C. Latest Substantial Completion:..... August 22, 2025

- D. Latest Final Completion Date.....August 29, 2025
- E. Parts of the Work shall be substantially or final completed on or before the following Milestone(s):
1. Milestone 1 – **Base Contract Areas and Add Alt 1**. Replacements and restorations are **required to be completed by June 06, 2025**. The goal of this milestone is to have concrete replacement completed to allow for asphalt resurfacing of these streets in 2024 starting **June 13, 2025**.
  2. Milestone 2 – **Add Alt 2**. Replacements and restorations are **required to be completed by August 22, 2025**.
  3. Milestone 3 – **Restoration of Yards**. Yards disrupted during construction must be restored within **14 calendar days** of the disruption.
  4. Milestone 4 – **Removal of Spoils**. Spoils are to be removed from the site on the same day.

#### 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. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones 1-3: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each stated Milestone, until stated Milestone is achieved.
  5. Milestone 4: Contractor shall pay Owner **\$250** for each day that expires after the time specified above for achievement of the stated Milestone, until stated Milestone is achieved.

### 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: **\$N/A**.

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): \$\_\_\_\_\_.

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) N/A.

- 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. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 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 0 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.
- K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work hereunder and at all such times thereafter, Contractor shall continue to maintain such in-house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. Prevailing Wage (section C-470, inclusive).
  - 2. MO Annual Wage Order No. 30 (section C-471, inclusive).
  - 3. This Agreement (section C-520, inclusive).
  - 4. Performance and Maintenance bond (section C-610, inclusive).
  - 5. Payment bond (section C-615, inclusive).
  - 6. General Conditions (section C-700, inclusive).
  - 7. Supplementary Conditions (section C-800, inclusive).
  - 8. Job Special Conditions (section C-810, inclusive).
  - 9. Specifications as listed in the table of contents of the Project Manual.
  - 10. Addenda (numbers \_\_, inclusive).
  - 11. Exhibits to this Agreement (enumerated as follows):
    - a. Exhibit A – Project Locations
    - b. Exhibit B – ADA Checklist
    - c. Exhibit C – Slab Jacking JSP
    - d. Exhibit D – Anti Discrimination Against Israel Certification
  - 12. 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: **City of Liberty, Missouri**

CONTRACTOR:

By: \_\_\_\_\_

By: INCO USA, LLC

Title: \_\_\_\_\_

Title: Partner

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

Attest: \_\_\_\_\_

Attest: Walter

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

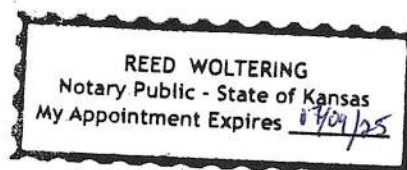
Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.)*



## PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Contractor’s Name and Corporate Seal

\_\_\_\_\_  
Surety’s Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and



shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.
19. Modifications to this Bond are as follows:

# 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 four 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, 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 two years 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.
- 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 consider 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-5.03** Add the following new paragraphs immediately after Paragraph 5.03.B:

A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Not used.

**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:                                         | <u>Statutory</u> |
| 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<br>With employment exclusion deleted | \$ <u>3,370,137</u> |
|----------------------------------------------------------------------|---------------------|

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| Each Occurrence (Bodily Injury and Property<br>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 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 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS**

**SC-19.01** The following paragraph shall be added as Paragraph 19.01.

**SC-19.01 Excessive Unemployment pursuant to 290.580 RSMo:** Except as otherwise required by law, during a period of excessive unemployment in the State of Missouri, the Contractor shall employ only Missouri laborers from nonrestrictive states on the project, as provided in Sections 290.55 to 290.580 RSMo.

**SC-19.02** The following paragraph shall be added as Paragraph 19.02.

**SC-19.02 Anti Discrimination Certification RSMo 34.600:** Pursuant to RSMo 34.600 the contractor shall be required to complete Exhibit C "Anti-Discrimination Against Israel Act Certification".

**SC-19.03** The following paragraph shall be added as Paragraph 19.03.

**SC-19.03 Proof of Lawful Presence for Eligibility for Temporary Public Benefits:** Pursuant to 208.009 RSMo the applicant shall provide affirmative proof that the applicant is a citizen of a permanent resident of the United States or is lawfully present in the United States. This may be verified by the presentation of the signing applicants current valid driver's license.

# **SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

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### **SPC-1.01 Scope of Work**

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish all work as explicitly defined within the Contract documents along with other incidental and related work as set forth in these specifications and the detail drawings and as directed by the Engineer to make a complete and finished job. More specifically the streets are:

#### **2025 CONCRETE FLATWORK REPLACEMENT PROJECT**

| <b>Bid</b> | <b>Location</b>           | <b>Work Involved</b>                                                                                                                                                                                                                         |
|------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Base       | Varies refer to Exhibit A | <ul style="list-style-type: none"><li>• ADA Ramp Removal and Replacement</li><li>• Misc. ADA Ramp Repairs</li><li>• Concrete Sidewalk Removal &amp; Replacement (4")</li><li>• Concrete Curb and Gutter, Removal &amp; Replacement</li></ul> |
| Add Alt 1  | Varies refer to Exhibit A | <ul style="list-style-type: none"><li>• ADA Ramp Removal and Replacement</li><li>• Misc. ADA Ramp Repairs</li><li>• Concrete Sidewalk Removal &amp; Replacement (4")</li><li>• Concrete Curb and Gutter, Removal &amp; Replacement</li></ul> |
| Add Alt 2  | Varies refer to Exhibit A | <ul style="list-style-type: none"><li>• ADA Ramp Removal and Replacement</li><li>• Concrete Sidewalk Removal &amp; Replacement (4")</li><li>• Concrete Curb and Gutter, Removal &amp; Replacement</li><li>• Slab-Jacking</li></ul>           |

*Refer to Project Manual Exhibit A for a more detailed list of estimated quantities and special job site conditions.*

### **SPC-1.02 Add Alternates**

- A. This contract requires bidders to bid on additional contract work that will be considered for award. The award of this project does not guarantee work for all add alternate sections.

| <b>Routes</b>                                                  | <b>Proposal Section Description</b> |
|----------------------------------------------------------------|-------------------------------------|
| As Defined in SPC-1.01 and Exhibit A of the Contract Documents | Base                                |
| As Defined in SPC-1.01 and Exhibit A of the Contract Documents | Add Alternate 1                     |
| As Defined in SPC-1.01 and Exhibit A of the Contract Documents | Add Alternate 2                     |

*Note: See Bid Form for a breakdown of all quantities for each add alternate section.*

1. **Consideration of Bids.** The contractor shall submit a bid for each add alternate section. The City reserves the right to award, to the lowest responsible bidder, the combination of base plus add alternate sections that will allow the most work to be completed within the City's budget of \$(350,000.00). If the City chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities:
  - a. Base + Add Alt 1 + Add Alt 2
  - b. Base + Add Alt 1

c. Base

2. The City reserves the right to award the combination of highest priority add alternate sections over the City's budget as long as the low bidder does not change and the award of the combination of highest priority alternate sections does not exceed more than ten percent or \$25,000 of the City's budget, whichever is less.
  3. The City's budget is the basis for award of add alternates but not the basis for award of the base section. The base section of the contract will be awarded or based on lowest cost bid proposal.
  4. The awarded bidder will be notified, via email, of the City's selection of the combination of add alternate sections to be awarded the day of the City's meeting.
- B. **Bid Bond Requirements.** The contractor shall be required to obtain a bid bond for 5% of the total bid amount for the base bid and all add alternates. This bid bond will be considered applicable to the proposed work for any option.
- C. **Basis of Payment.** The accepted quantities of the chosen combination of base plus add alternate sections will be paid for by the contract unit bid price for item numbers found within the schedule of items for each section.

***SPC-2.01 Contract Special Conditions***

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions.

***SPC-3.01 Contractor Furnished Staking***

- D. The Contractor shall furnish stakes, and surveys, and other materials as may be required for the proper staking and laying out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work in order to achieve ADA compliance.
- E. All survey and staking work performed under this contract shall be subsidiary to the contract. No direct payment for this work will be made to the Contractor.
- F. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.
- G. The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks that have been moved or destroyed, the Contractor will be charged with the resulting expense of replacement.

***SPC-4.01 Traffic Control and Routing***

All costs for traffic control shall be considered incidental to the work and no direct payment shall be allowed.

- A. Construction operations shall be coordinated to result in the least practicable delay to pedestrians and traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Pedestrians shall be routed safely around construction areas and sidewalks shall be closed appropriately with proper traffic control barricades, cones, sidewalk closure signage,

and temporary fencing as needed for safety. Access to adjoining businesses and residences will be maintained at all times.

- B. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
- C. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
- D. Barricades and/or signs shall not be removed from poured concrete until said concrete has cured such that marks will not occur in the concrete once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.
- E. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- F. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane and/or sidewalk closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer for review and approval.
- G. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
- H. The City of Liberty, Missouri 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.

#### ***SPC-5.01 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 subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work adjacent to or within State and/or Rail Road Right of way shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

#### ***SPC-6.01 Restoration of Yards***

There shall be no direct payment made for the restoration of yards disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All yards and ROW damaged shall be restored to at least equal to current condition as approved by the Engineer. Such work

shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair lawn damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

***SPC-7.01 Asphalt Pavement – Material and Placement Requirements***

- A. Asphalt surface materials and placement shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base.

***SPC-8.01 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 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.

***SPC-9.01 Safety of the Public***

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing 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. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

- A. Public Notification: The Contractor shall place door hanger notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Door hanger notifications shall be supplied and placed by the Contractor. Engineer shall review and approve proposed door hangars prior to printing and placement.

Emergency No Parking Signage (Temp.): Contractor may supply and place emergency no parking signage as needed adjacent to work at least 48 prior to start of intended work. Cars that are parked in the way of construction shall be tagged with a non-stick notice under the driver side windshield wiper a minimum of 48 hours prior to start of intended work, vehicles that have been tagged will be towed at the owner's expense by the contractor. The contractor shall notify the City project inspector for final approval prior to towing. Towing shall only be a last resort after all other means of contacting the owner are exhausted.

*Sec. 20-143. - No parking for construction activities.*

*Pursuant to section 20-121, parking is prohibited at all times, when temporarily posted as such, to facilitate public construction activities. Any vehicle parked within the posted temporary No Parking areas will be towed at the owner's expense.*

*Ord. No. 6696, § 6, 11-8-93*

- B. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

### ***SPC-10.01 Dimensions and Elevations***

It is the intent of this project to provide City and ADA compliant improvements which transition into existing dimensions and elevations. The Contractor shall verify all improvements dimensions and elevations meet City and ADA standards. Any discrepancy between the finished product and City and ADA requirements shall be supplied to the Engineer for approval prior to acceptance of said improvement.

### ***SPC-11.01 Pavement Markings***

Any pavement markings damaged during construction shall be replaced per the pre-existing pattern. Pavement markings shall be thermoplastic type pavement markings in accordance with the City of Liberty Technical Specifications on newly patched asphalt surface. MMA (Methyl Methacrylate) type pavement markings shall be used on pre-existing asphalt and pre-existing and/or new concrete pavement. All pavement marking symbols shall conform to the (MUTCD). This work shall include all labor, materials and equipment necessary to complete the work.

### ***SPC-12.01 ADA Requirements***

The City of Liberty has adopted the MoDOT ADA checklist as an ADA acceptance criterion for this contract. The MoDOT ADA checklist is attached as Exhibit B to the Project Contract. In the event of a conflict between the specifications of the City and the adopted acceptance criteria a request for determination shall be made to the Owner via electronic mail.

#### **A. ADA Curb Ramps:**

The term ADA Curb Ramp shall be used to apply to curb ramps, blended transitions and combinations of curb ramps and blended transitions.

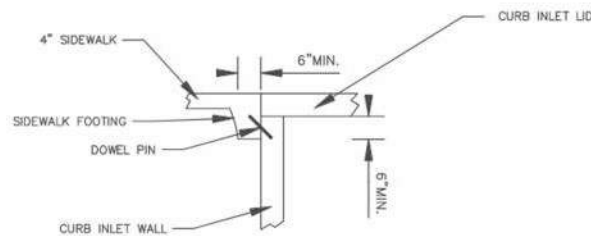
1. All Curb Ramps shall be constructed to fully meet all adopted ADA requirements.
2. Curb ramps shall be constructed to accommodate the "Cast in Tact Detectable Warning Panel No. MA TP22" insets, or approved equal. The insets shall be placed so truncated domes extend across the entire width of the flush curb opening at the base of the ramp. Insets and/or surface mount tactiles shall be cut and trimmed as necessary to extend across any flush opening gaps.
3. ADA detectable surface mount tactiles shall be 2' wide and 4' or more in dimension and placed as necessary (and trimmed if needed) on existing ADA ramps to extend the full width of the curb opening at the base of the ADA ramp. Beveled edge and truncated dome pattern shall meet all ADA requirements.
4. The contractor shall at each curb ramp replace the required 5'x5' landing (hereafter referred to as landing). Where a landing does not already exist for replacement the existing concrete shall be removed and replaced by a new landing. The landing shall be considered incidental to the ADA Curb Ramp Removal & Replacement line item.
5. The contractor shall be expected to replace sidewalk either side of landings as necessary to meet ADA slope requirements and provide a full and finished product. Refer to the Measurement and Payment Job Special Conditions for the procedure for measurement and payment of any additional sidewalk required as part of the ADA Curb Ramp Removal & Replacement line item.
6. The contractor shall be expected to replace curb and gutter either side of each ADA Ramp as necessary to provide a full and finished product. Refer to the Measurement and Payment Job Special Conditions for the procedure for measurement and payment of any additional Curb and Gutter required as part of the ADA Curb Ramp line item.



### ***SPC-13.01 Sidewalk and Drive Approach Removal and Replacement***

Except as modified or stipulated herein, sidewalk removal and replacement shall conform to the requirements of Section 2200 as contained in the Technical Specifications for Public Improvement Projects of the City of Liberty, Missouri. Backfill of concrete flatwork with topsoil, seed, and mulch is subsidiary to the work.

1. Sidewalk Removal & Replacement (4"): The Contractor shall saw cut the limits of the sidewalk removal. The saw cut shall be the full depth of the walk including brick or concrete base. The Contractor shall place 4" thick concrete sidewalks, including 4" picture frame pattern, according to Section 2200. Sidewalk sections replaced adjacent to storm sewer inlet structures shall be anchored to the structure as shown in the sidewalk footing at curb inlet detail below:



#### **NOTES:**

1. DOWEL PINS SHALL BE #4 BARS, 7" LONG, INSERTED A MINIMUM OF 3" AND A MAXIMUM OF 4" INTO CURB INLET WALL.
2. EXPANSION JOINTS SHALL BE PLACED AROUND THE LID WHERE THE SIDEWALK ABUTS AND SHALL ISOLATE THE SIDEWALK FROM THE FULL DEPTH OF THE LID. THESE SHALL NOT BE COUNTED TOWARDS THE EXPANSION REQUIRED.
3. DOWEL PINS SHALL BE PLACED ON 18" CENTERS WITH A MINIMUM OF ONE PER EVERY SIDE AFFECTED.
4. FOOTING SHALL BE USED WHENEVER ANY PORTION OF THE CURB INLET LID IS UTILIZED FOR SIDEWALK AND TOP OF CURB INLET AND SIDEWALK SHALL BE FLUSH. IF CURB INLET LID IS USED IT MUST MEET ADA CROSS SLOPE REQUIREMENTS.
5. COST OF FOOTING IS SUBSIDIARY TO THE SIDEWALK BID.

#### **SIDEWALK FOOTING AT CURB INLET DETAIL**

2. Integral Sidewalk and Curb: The Contractor shall saw cut the limits of the sidewalk removal. The saw cut shall be the full depth of the walk including brick or concrete base. The Contractor shall place 4" thick concrete sidewalks with integral 6" tall vertical retaining wall curb on one or two sides, including 4" picture frame pattern, according to Section 2200.
3. Sidewalk Removal and Restoration to Turf (if needed): Existing sidewalk shall be removed and the area backfilled with topsoil, graded, and seeded.
4. Drive Approach Removal and Replacement (if needed): The Contractor shall saw cut the limits of the drive approach removal. The saw cut shall be the full depth of the approach. The Contractor shall place 6" thick concrete approach, including 4" picture frame pattern, according to Section 2200.

### ***SPC-14.01 Curb and Gutter, Removal & Replacement***

Except as modified or stipulated herein, curb and gutter removal and replacement shall conform to the requirements of Section 2100 as contained in the Technical Specifications for Public Improvement Projects of the City of Liberty, Missouri.

1. Removal and Replacement: The Contractor shall saw cut the limits of the Curb and Gutter removal. The saw cut shall be the full depth of the Curb and Gutter. The Contractor shall place new Curb and Gutter to meet the City of Liberty technical specifications for Curb and Gutter. Curb and Gutter sections shall be no less 5' in length.
2. Curb and Gutter removed and replaced as part of the replacement of an ADA ramp shall be measured and paid for as defined within the Measurement and Payment SPC.

3. Asphalt patching in streets adjacent to replaced Curb and Gutter shall be done by sawcut, milling, or other means so as to leave a neat, clean, straight edge where matching adjacent pavements. Patches may be filled with full depth asphalt, or by concrete up to 1.5" below finished pavement elevation followed by 1.5" cold patch asphalt surface placed to finished surface elevation. Patching is required at all areas the same day in which forms are removed. Patching (concrete and/or asphalt) shall be considered incidental to the Curb and Gutter, Removal & Replacement line item and as such no additional compensation will be allowed.
  - a. Cold Patch shall not be allowed in those work areas associated with Add Alt 2. All areas defined in Add Alt 2 which require pavement patching shall be done with hot mix asphalt placed to finished surface elevation.

#### **SPC-15.01 Slab Jacking**

1. Refer to Contract Exhibit D for Incorporated MoDOT Specifications for Slab Stabilization and Slab Jacking.
  - a. All material specification references may be found at [https://epg.modot.org/index.php?title=Category:1000\\_MATERIALS](https://epg.modot.org/index.php?title=Category:1000_MATERIALS)
2. Refer to SPC-17.01 for measurement and payment of Slab Jacking.

#### **SPC-16.01 Staging and Stockpile Locations**

1. CONTRACTOR shall be required to obtain permission from the OWNER on location and size of material and equipment staging areas and material stockpile locations. Usage of staging and/or stockpile locations without prior permission shall result in application of daily Liquidated Damages in the amount of \$100.00 until such time as material and equipment's are removed or approval is granted.

#### **SPC-17.01 Measurement and Payment**

##### **A. General:**

1. 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.
2. 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.
3. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:

##### **B. ADA Curb Ramp Removal & Replacement:**

1. ADA Curb Ramp Removal & Replacement shall be measured per each item. This item shall include the following:
  - a. Curb Ramp (The term curb ramp shall encompass curb ramps, blended transitions and combinations of curb ramps and blended transitions.)

- b. 5'x5' Landing
  - c. "Cast in Tact Detectable Warning Panel" #MA TP22, #MA TP12 or approved equal
  - d. Any Sidewalk Removal & Replacement (4") and/or Concrete Curb and Gutter, Removal & Replacement which is required *shall not* be considered incidental. It shall be documented and measured for payment as follows:
    - (i) Sidewalk Removal & Replacement (4") for ADA Ramp Installation
      - (a) Sidewalk shall only be installed as needed to meet ADA slope requirements. Any Sidewalk which is required to meet ADA slope requirements past the 5'x5' Landing shall require prior approval from the Owner or Owners representative to be eligible for payment. The linear footage of sidewalk required per Ramp to meet ADA slope requirements shall be documented and applied for payment under the line item Sidewalk Removal & Replacement (4").
    - (ii) Concrete Curb and Gutter, Removal & Replacement for ADA Ramp Installation
      - (a) Concrete Curb and Gutter immediately adjacent to the Ramp and 3' from either side of the ramp opening shall be considered incidental to the ADA Curb Ramp Removal & Replacement line item. Any Concrete Curb and Gutter which is required to provide a full and finished product past 3' either side of the Ramp shall require prior approval from the Owner or Owners representative to be eligible for payment. The linear footage of Concrete Curb and gutter shall be documented and applied for payment under the line item Curb and Gutter, Removal & Replacement.
  - 2. Payment will be made at the contract unit prices bid as shown in the proposal for the ADA Curb Ramp Removal & Replacement line item. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.
- C. ADA Curb Ramp Repair
- 1. ADA Curb Ramp Repair shall be measured per each item. This item shall include the following:
    - a. Removal of vertical obstructions through the usage of saw cutting.
    - b. Replacement of "Cast in Tact Detectable Warning Panel" #MA TP22, #MA TP12 or approved equal
    - c. Installation of non-shrink grout or other approved material to fill joint separations.
    - d. Installation of ADA Compliant 5'x5' landing.
    - e. Any Sidewalk Removal & Replacement (4") and/or Concrete Curb and Gutter, Removal & Replacement which is required *shall not* be considered incidental. It shall be documented and measured for payment under one of the following line items:
      - (i) Sidewalk Removal & Replacement (4")
      - (ii) Curb and Gutter, Removal & Replacement
  - 2. Payment will be made at the contract unit prices bid as shown in the proposal for the ADA Curb Ramp Removal & Replacement line item. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.
- D. Curb and Gutter, Removal & Replacement
- 1. Curb and Gutter shall be measured by the linear foot of acceptable curb in place. Measurement shall be made along the back face of the curb section.

2. Payment shall be made at the contract unit price bid as shown in the proposal for Curb and Gutter, Removal & Replacement. Payment shall be full compensation for all curb removal, curb construction, patching of pavement, sub-grade preparation for all backfilling, and all labor, equipment, materials and incidentals necessary to complete the work including grading and seeding behind curb. Until all associated work including but not limited to backfilling and cleanup behind the curb and patching of pavement is completed 25% of payment for concrete curb and gutter will be withheld.

E. Sidewalk Removal & Replacement (4"):

1. Sidewalks shall be measured by the square foot of material placed. Measurement shall be to the nearest square foot, and shall exclude any associated ADA ramp and adjacent 5'x5' ramp landing.
2. Payment will be made at the contract unit prices bid as shown in the proposal for Sidewalk Removal & Replacement (4"). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

F. Slab-Jacking:

1. Slab-Jacking shall be measured by the square foot of concrete raised and leveled. Measurement shall be to the nearest square foot.
2. Payment will be made at the contract unit prices as shown in the proposal for Slab-Jacking. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

G. Traffic Control:

1. Traffic control for all project construction shall be subsidiary to other items of work and no additional compensation allowed.

H. Grading:

1. Any grading work (cut and/or fill) required to achieve ADA compliance and positive drainage for ADA Ramps, Sidewalks and Curb and Gutter shall be considered incidental to the following line items and no additional compensation allowed.
  - a. ADA Curb Ramp Removal & Replacement
  - b. Curb and Gutter, Removal & Replacement
  - c. Sidewalk Removal & Replacement (4")

## **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 the latest revision of Technical Specifications 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:  
<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.

### **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.



## MISSOURI PROJECT EXEMPTION CERTIFICATE

### AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **John Findlay, City Engineer - 816.439.4507**

PROJECT # ASSIGNED: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

PROJECT LOCATION: **City of Liberty, Missouri** – \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

DATE PROJECT TO BEGIN: \_\_\_\_\_

ESTIMATED PROJECT COMPLETION DATE: \_\_\_\_\_

REVISED COMPLETION DATE: \_\_\_\_\_

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

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

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED

APPROVED

\_\_\_\_\_  
DIRECTOR OF FINANCE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY ENGINEER

\_\_\_\_\_  
DATE

### INSTRUCTIONS

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

**CONTRACTOR/SUBCONTRACTOR-** The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

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

# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY  
101 E KANSAS ST  
LIBERTY MO 64068

Missouri Tax ID  
Number: 12490938

Effective Date:  
07/11/2002

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

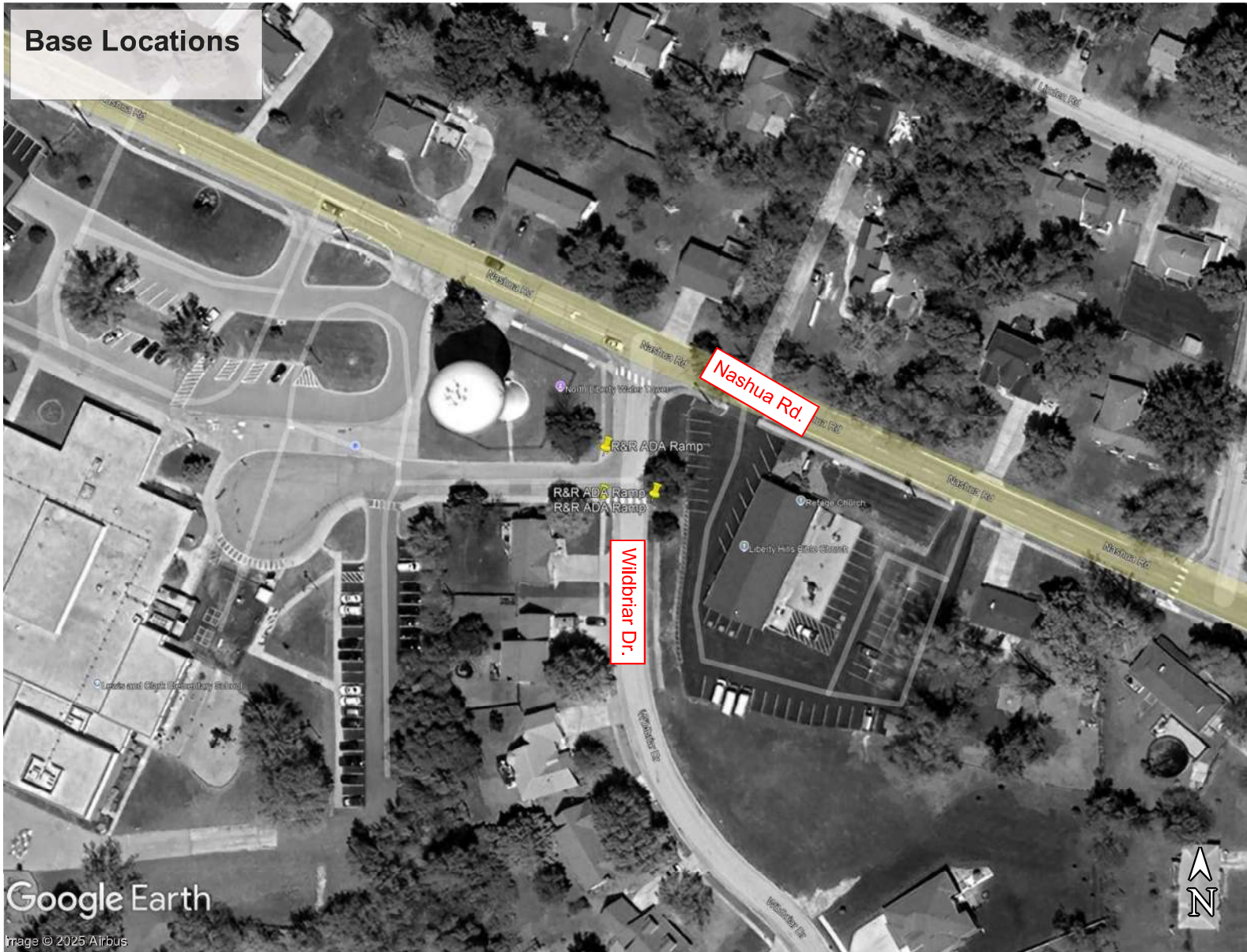
# EXHIBIT A



## Base Locations



## Base Locations





## Base Locations

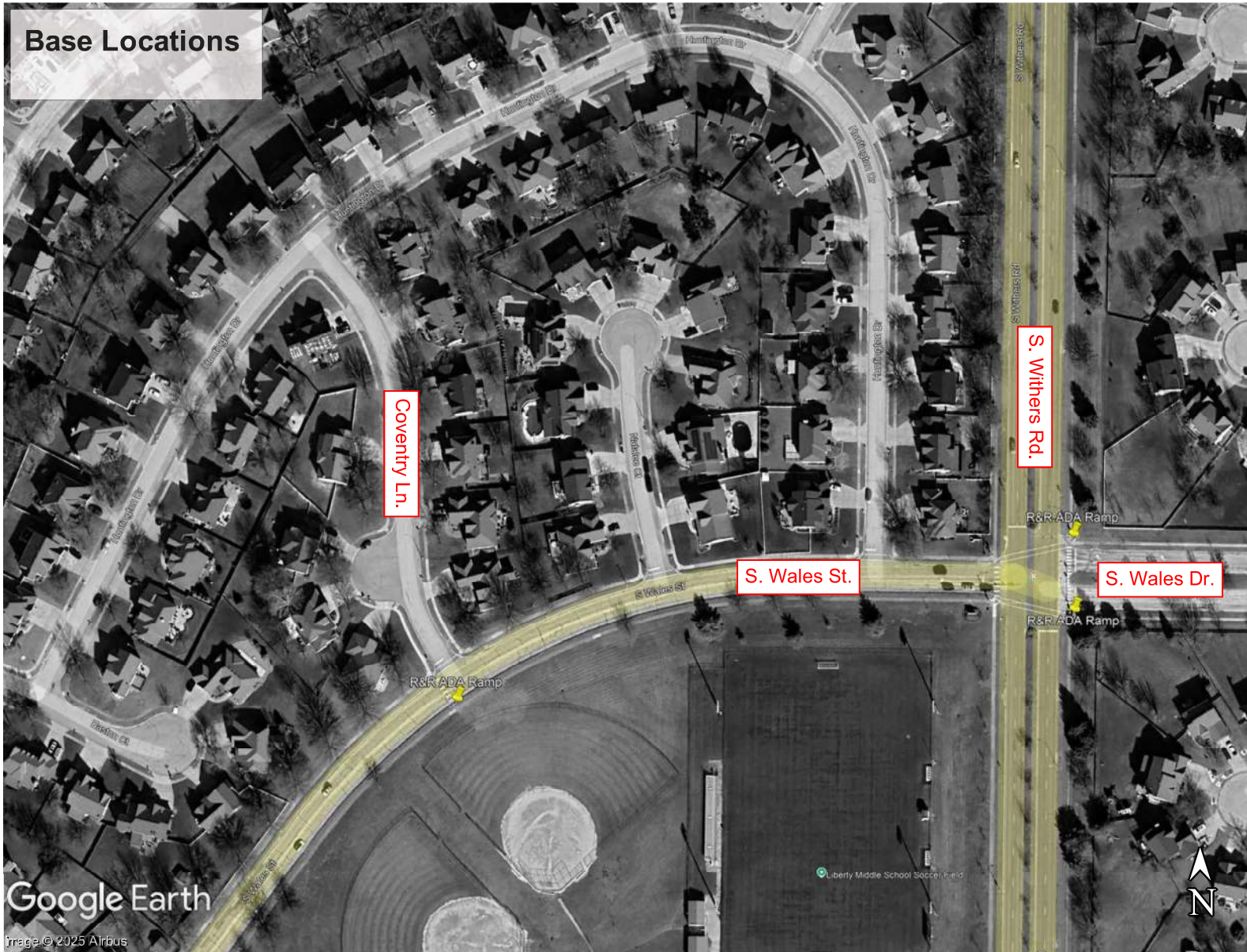




## Base Locations



## Base Locations





## Base Locations









## Base Locations



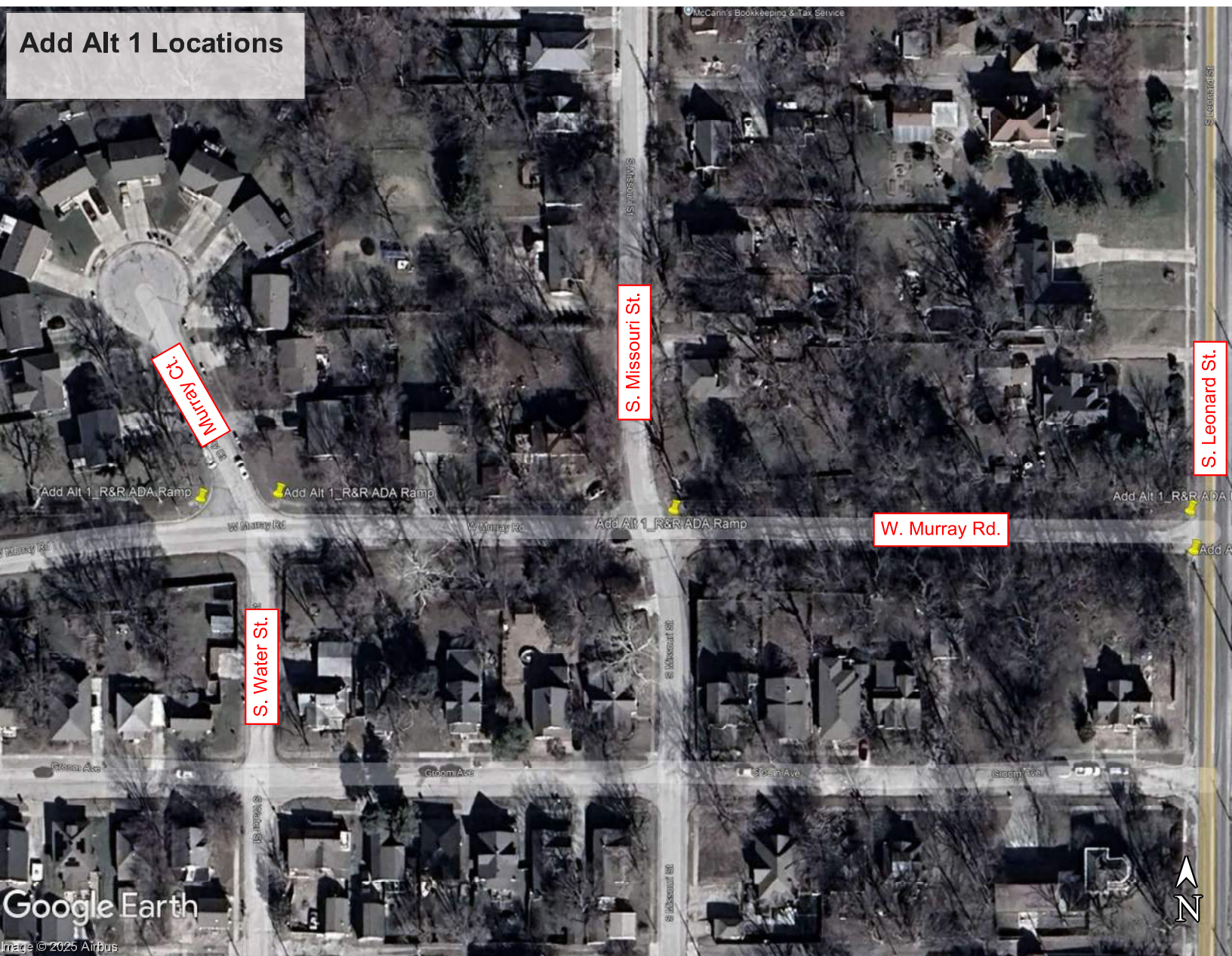


## Base Locations



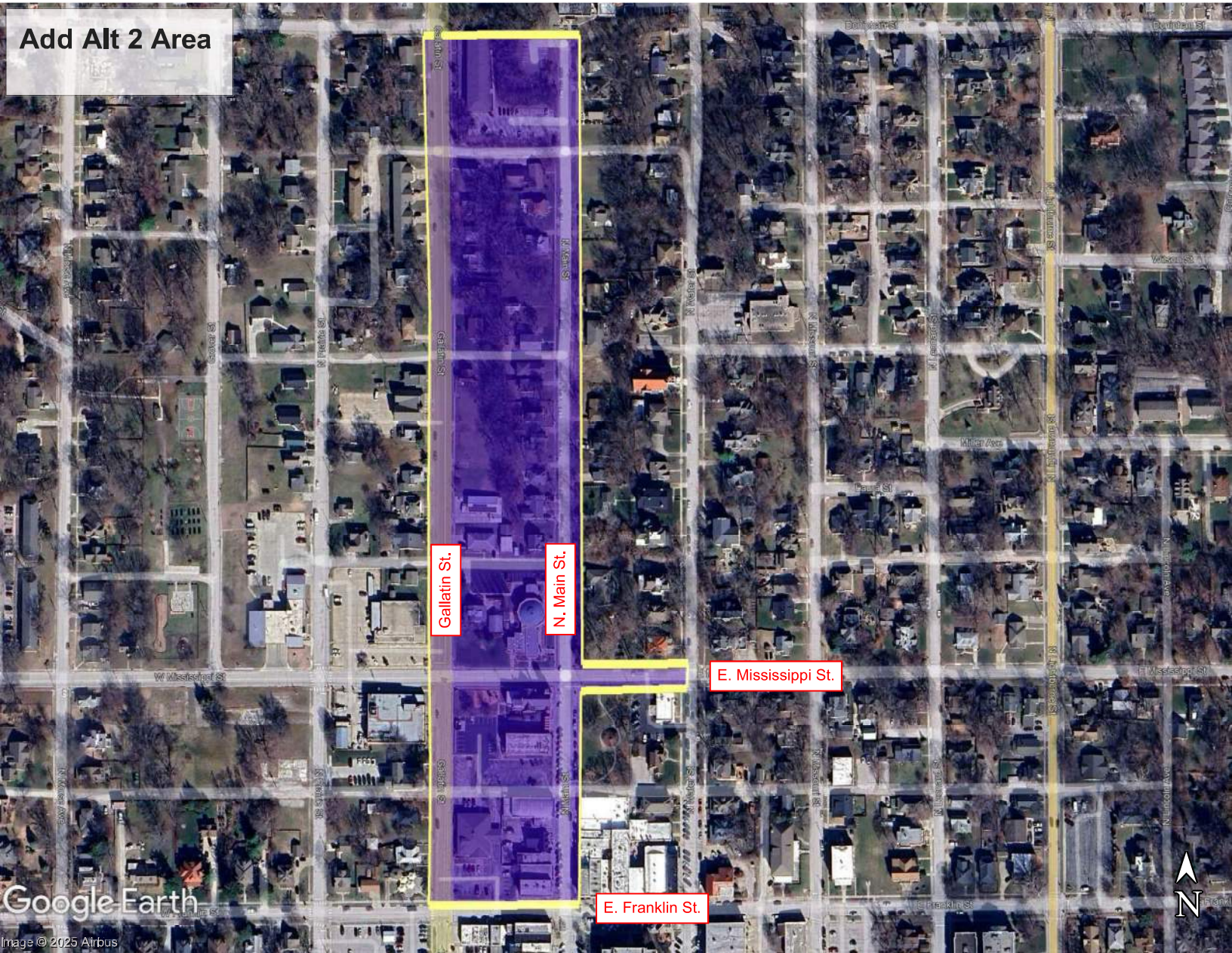


Add Alt 1 Locations





Add Alt 2 Area



# EXHIBIT B

# ADA CHECKLIST

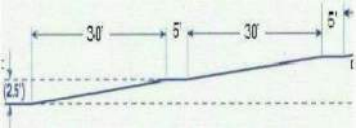


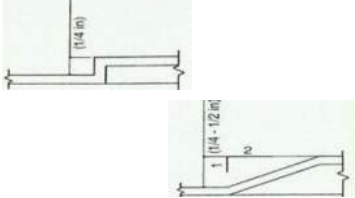
Revised October, 2022

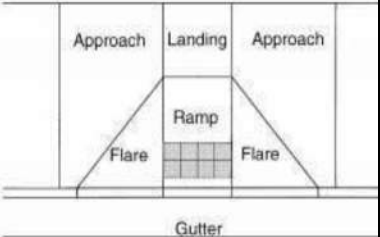
Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

| Pedestrian Access Route                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |    |    |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| Figures/Examples                                                                                                                                     | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES | NO | NA |
| <p><b>Sidewalk Width</b></p>                                        | <ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>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.</li> <li>Sidewalks shall be 5 feet wide minimum. <sup>2</sup></li> <li>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. <sup>2</sup></li> <li>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. <sup>2</sup></li> <li>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.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>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.</li> </ul> |     |    |    |
| <p><b>Passing Spaces</b></p>                                                                                                                         | <ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |    |    |
| <p><b>Sidewalk Running Slope</b><br/>The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p> | <ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> <li><b>Roadway Grade Exception:</b> 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.</li> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |    |    |

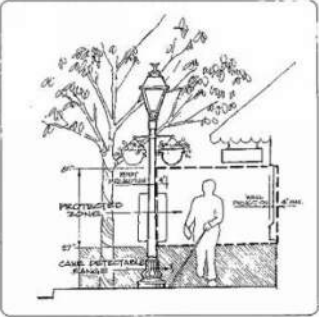
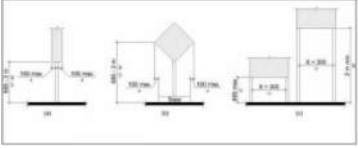
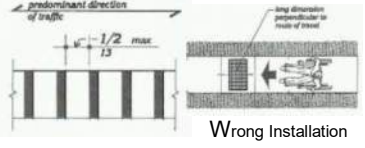


| Figures/Examples                                                                                                                                                                                                                                       | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES | NO | NA |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| <p><b>Sidewalk Cross Slope</b></p> <p>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.</p>  | <ul style="list-style-type: none"> <li>• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent).</li> <li>• In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant.</li> <li>• Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |    |    |
| <p><b>Sidewalk Ramps</b></p> <p>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.</p>  | <ul style="list-style-type: none"> <li>• 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.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• Cross slope of ramp runs shall be 2 percent maximum.</li> <li>• The rise for any ramp run shall be 30 inches maximum.</li> <li>• Ramps shall have landings at the top and the bottom of each ramp run.</li> <li>• Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>• Handrails shall be provided on both sides of stairs and ramps.</li> <li>• Edge protection shall be provided on each side of ramp runs.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> </ul> |     |    |    |

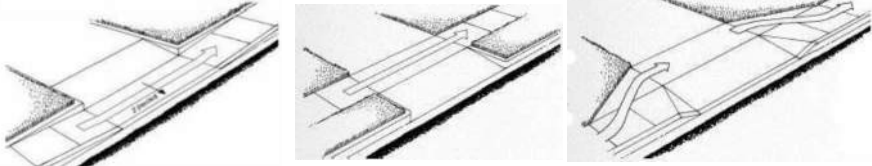
| Figures/Examples                                                                                                                                                                         | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | YES | NO | NA |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| Vertical Alignment                                                                                                                                                                       | <ul style="list-style-type: none"> <li>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.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>Grade breaks shall be flush.</li> <li>Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>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.</li> </ul> |     |    |    |
| Changes in Level<br>  | <ul style="list-style-type: none"> <li>Changes in level at grade breaks shall be flush.</li> <li>Changes in level of 1/4 inch high maximum shall be permitted to be vertical.</li> <li>Changes in level between 1/4 inch high maximum and 1/2 inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>The bevel shall be applied across the entire level change.</li> <li>Changes in level greater than 1/2 inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                             |     |    |    |

| Figures/Examples                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YES | NO | NA |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| <p><b>Landing</b><br/>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.</p> <p>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.</p>  <p>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 above the flares are 'Approach' areas. Below the entire structure is a 'Gutter' area. The diagram is divided into three vertical sections: Approach, Landing, and Approach.</p> | <ul style="list-style-type: none"> <li>• The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.</li> <li>• The landing clear length shall be 5 feet long minimum.</li> <li>• Landing slopes shall be 2 percent maximum.</li> <li>• Changes in level at grade breaks shall be flush.</li> <li>• 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.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> </ul> <p><b>Roadway Grade Exception:</b> 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.</p> <ul style="list-style-type: none"> <li>• Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul> |     |    |    |

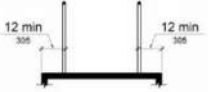
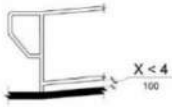


| Figures/Examples                                                                                                                                                                                | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | YES | NO | NA |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|                                | <ul style="list-style-type: none"> <li>Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>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.</li> <li>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)</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul> |     |    |    |
|   <p>Wrong Installation</p> | <ul style="list-style-type: none"> <li>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.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>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.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |    |    |

### ENTRANCES (PROWAG R301)

| Figures/Examples                                                                  | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | YES | NO | NA |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|  | <ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.</li> <li>Cross slope shall be 2 percent maximum.</li> <li>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. <sup>2</sup></li> </ul>  |     |    |    |

### EDGE PROTECTION (PROWAG R406.8)

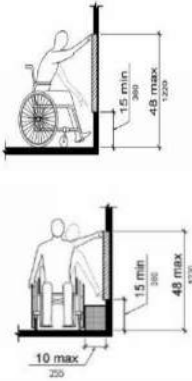
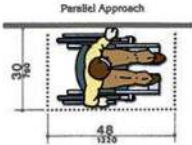
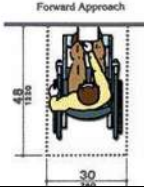
| Figures/Examples                                                                                                                                                           | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | YES | NO | NA |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| <br> | <ul style="list-style-type: none"> <li>Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.</li> <li>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.</li> <li>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.</li> <li>Edge protection shall not be required on curb ramps and their landings.</li> <li>Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.</li> <li>Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of 1/2 inch maximum within 10 inches horizontally of the minimum landing area.</li> </ul> |     |    |    |

| HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |    |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Figures/Examples                                | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YES | NO |
|                                                 | <ul style="list-style-type: none"> <li>The clear width of walking surfaces shall be 4.0 feet minimum.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.</li> <li>Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.</li> <li>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.</li> <li>Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.</li> <li>Handrails shall not rotate within their fittings.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>See Edge Protection section above (also PROWAG 406.8) for additional details.</li> </ul> |     |    |

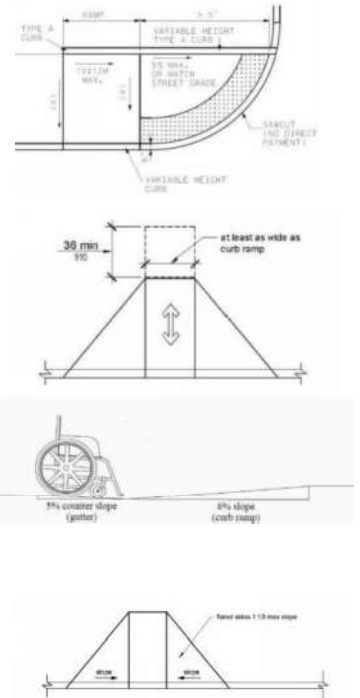
# **STAIRWAYS (PROWAG R407)**

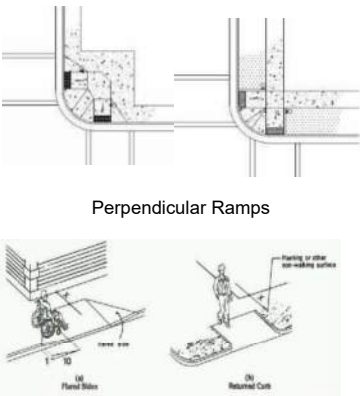
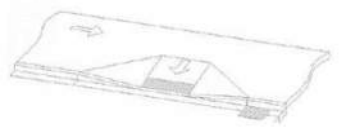
| Figures/Examples                                                                 | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | YES | NO | NA |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|  | <ul style="list-style-type: none"> <li>• 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.</li> <li>• Open risers are not permitted.</li> <li>• 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.</li> <li>• Stairs shall have handrails complying with PROWAG 2005 R408.</li> </ul> |     |    |    |

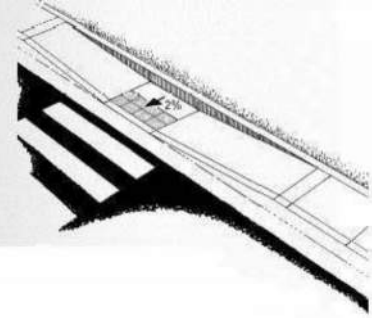
# **UNOBSTRUCTED REACH RANGES (PROWAG R406)**

| Figures/Examples                                                                    | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | YES | NO | NA |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|  | <p><b>Forward Reach</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Side Reach</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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)</li> </ul> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> |     |    |    |

# CURB RAMPS (PROWAG R303)

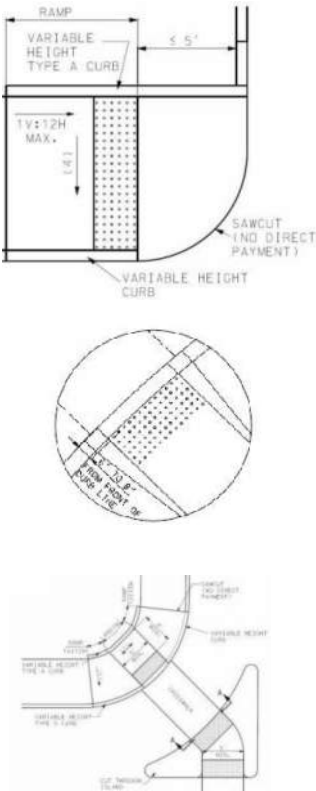
| Figures/Examples                                                                                                                                                                                                                                                                                                                                                                                          | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | YES | NO | NA |
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| <p>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.</p>  <p><b>15 Foot Rule:</b> For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p> | <ul style="list-style-type: none"> <li>The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.</li> <li>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.</li> <li><b>Exception: 15 Foot Rule:</b> 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.</li> <li>Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run. <ul style="list-style-type: none"> <li>The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>The landing clear length shall be 5.0 feet long minimum.</li> <li>Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.</li> </ul> </li> <li>Handrails and Edge protection shall not be required on curb ramps and their landings.</li> <li>Curb height = 0 inches within curb ramp spaces. <sup>2</sup></li> <li>Curb ramps must be flush with street.</li> <li>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)</li> <li>The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.</li> <li>Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. <ul style="list-style-type: none"> <li>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.</li> </ul> </li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>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.</li> <li>Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.</li> </ul> |     |    |    |

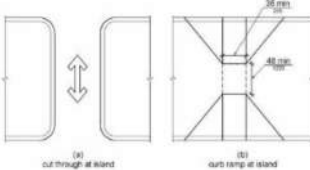
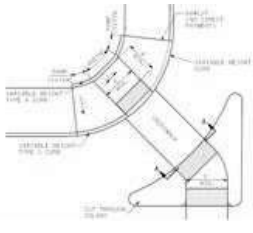
| Figures/Examples                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YES | NO | NA |
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|  <p>Perpendicular Ramps</p> <p>X = 4' Min.<br/>Flared Sides in Pathway    Flared Sides Not in Pathway</p> <p><b>Roadway Grade Exception:</b><br/>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.</p>  | <ul style="list-style-type: none"> <li>• Perpendicular curb <b>ramps</b> 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.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• 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.</li> <li>• The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul> <p><b>Roadway Grade Exception:</b> 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.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.)</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> |     |    |    |

| Figures/Examples                                                                                                                                                                                                                                                                          | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | YES | NO | NA |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|  <p>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.</p> | <ul style="list-style-type: none"> <li>• <b>Parallel curb ramps</b> shall have a running slope that is in-line with the direction of sidewalk travel.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• 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.</li> <li>• The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> </ul> <p><b>Roadway Grade Exception:</b> 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.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> </ul> |     |    |    |
|                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>• <b>Blended Transitions</b> shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.</li> <li>• The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.</li> <li>• Detectable warning surfaces shall be provided where a blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.</li> <li>• 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.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |    |    |

| Figures/Examples                                                                  | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | YES | NO | NA |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|  | <ul style="list-style-type: none"> <li>• <b>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.</b></li> <li>• 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.</li> <li>• The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.</li> <li>• Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.</li> <li>• 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.</li> </ul> <p><b><u>Roadway Grade Exception:</u></b> 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.</p> <ul style="list-style-type: none"> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> <li>• Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul> |     |    |    |



| DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |    |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| Figures/Examples                                                                                                                                                                                                                                   | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | YES | NO | NA |
| <p>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.</p>  | <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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. <sup>2</sup></li> <li>• Detectable warnings shall not be stamped into concrete.</li> </ul> |     |    |    |

| ISLANDS AND MEDIANS (PROWAG R305.4)                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |    |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| Figures/Examples                                                                                                                                                                                                                                                                                                   | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | YES | NO | NA |
|  <p>(a) cut through island</p> <p>(b) curb ramp at island</p>   | <ul style="list-style-type: none"> <li>Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</li> <li>Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.</li> <li>All median island passage spaces shall provide a clear width of 5 feet minimum. <sup>2</sup></li> <li>Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.</li> </ul> <p><b>Roadway Grade Exception:</b> 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.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>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.</li> </ul> |     |    |    |

# ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)

| Figures/Examples                                                                                                                                                                                                                                                                                                                                                                                                               | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES | NO | NA |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|      | <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642.</li> <li>A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.</li> </ul> <p><b>Roadway Grade Exception:</b> 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.</p> <ul style="list-style-type: none"> <li>Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. <ul style="list-style-type: none"> <li>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.</li> <li>The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.</li> <li>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.</li> <li>For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart.</li> <li>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.</li> <li>Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.</li> </ul> </li> </ul> |     |    |    |

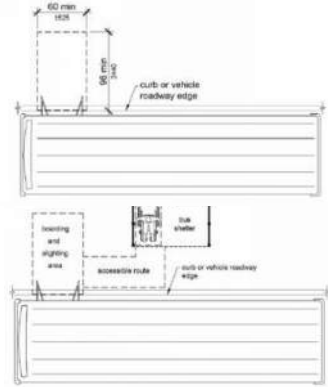
**PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)**

| Figures/Examples                                                                                                                                                       | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | YES | NO | NA |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| <br> | <ul style="list-style-type: none"> <li>• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.</li> <li>• Marked crosswalks shall be 6 feet wide minimum.</li> <li>• 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.</li> <li>• A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.</li> <li>• Crossings with Stop Control: The cross slope shall be 2 percent maximum.</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>• The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.</li> <li>• 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.</li> <li>• Crosswalk pavement marking is 6 inches wide white.</li> <li>• Stop bar is at minimum 4 feet from the crosswalk.</li> <li>• Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> <li>• 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.</li> </ul> |     |    |    |

### ALTERNATE CIRCULATION PATH (PROWAG R302)

| Figures/Examples                                                                 | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | YES | NO | NA |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|  | <ul style="list-style-type: none"> <li>• Alternate circulation paths shall contain a pedestrian access route.</li> <li>• To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>• 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.</li> <li>• 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).</li> <li>• A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.</li> <li>• Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>• Support members shall not protrude into the alternate circulation path.</li> </ul> |     |    |    |

### BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

| Figures/Examples                                                                   | Requirements <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | YES | NO | NA |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
|  | <ul style="list-style-type: none"> <li>• Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>• 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.</li> <li>• Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>• 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.</li> <li>• Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>• Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul> |     |    |    |

<sup>1</sup> 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.)

<sup>2</sup> 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: _____ |
| Resident Engineer or Area Engineer Name: _____                                                              |             |
| Resident Engineer or Area Engineer Signature: _____                                                         | Date: _____ |
| Distribution:<br><input type="checkbox"/> Project Office<br><input type="checkbox"/> 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<br>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,<br>Straight grade between fixed elevations |

|                                                                                                             |             |
|-------------------------------------------------------------------------------------------------------------|-------------|
| Inspector Name: _____                                                                                       |             |
| Inspector Signature: _____                                                                                  | Date: _____ |
| Resident Engineer or Area Engineer Name: _____                                                              |             |
| Resident Engineer or Area Engineer Signature: _____                                                         | Date: _____ |
| Distribution:<br><input type="checkbox"/> Project Office<br><input type="checkbox"/> District Permit Office |             |

**SECTION 625  
SLAB STABILIZATION**

**SECTION 625.10 SLAB UNDERSEALING.**

**625.10.1 Description.** This work shall consist of stabilizing Portland cement concrete pavement by furnishing, hauling and pumping high density polyurethane or asphalt cement under the concrete slab. This work shall be completed after any required pavement repair and prior to the placement of any new overlay material.

**625.10.2 Material.**

**625.10.2.1 High Density Polyurethane.**

**625.10.2.1.1** The material shall be a hydrophobic, closed cell, high density polyurethane system with the following physical characteristics and properties:

| Property                                    | Requirement                                                          |
|---------------------------------------------|----------------------------------------------------------------------|
| Density, min., per ASTM D 1622              | 4.0 ± 1/2 lb/ft <sup>3</sup>                                         |
| Compressive Strength, min., per ASTM D 1621 | 80 psi                                                               |
| Tensile Strength, min.                      | 90 psi                                                               |
| Volume Change, max.                         | +5.0 percent                                                         |
| Curing Rate                                 | 90 percent of compressive strength within 15 minutes after injection |

**625.10.2.1.2** The material shall be hydrophobic in the material's component reaction such that the injected product is not significantly compromised by soil moisture or free water under the pavement

**625.10.2.1.3** When requested by the engineer, pumping units in service shall perform a product density test by injecting a sample of the unit's polyurethane material into a test cylinder of known volume. The sample's density shall be in accordance with [Sec 625.10.2.1.1](#).

**625.10.2.1.4** When requested by the engineer, the contractor, in the presence of the engineer, shall inject the polyurethane material into a container holding 40 gallons of ambient temperature water at 70 F. The resulting product shall demonstrate consistent, closed cell polyurethane material.

**625.10.2.1.5** All stored polyurethane material shall be handled in accordance with the manufacturer's recommendations.

**625.10.2.2 Asphalt Cement.**

**625.10.2.2.1** Asphalt cement material shall meet ASTM D3141. The Contractor shall provide a supplier certification with each shipment in accordance with [Sec 1015.3.1](#).

**625.10.3 Construction Requirements.**

**625.10.3.1 General.**

**625.10.3.1.1** Pavement stabilization operations will not be allowed when daytime temperatures are below 35 F or if the subgrade is frozen.

**625.10.3.1.2** A hole pattern shall be submitted for approval at least 7 days prior to starting slab stabilization operations. Drilled holes shall be a maximum of 1 1/2 inches in diameter, drilled smooth, vertical and round. Holes drilled with a break out in excess of 1 1/2 inches outside the hole diameter will be unacceptable.

**625.10.3.1.3** The Contractor shall provide equipment capable of detecting slab lift to measurements of 0.001 inch. Pavement lifted in excess of 0.125 inch or pavement cracked as a result of the undersealing will be unacceptable.



**625.10.3.1.4** Proof of full undersealing, such as material seeping from joints, cracks, or edges; vertical slab movement; or other visual indication, as determined by the engineer, will be required prior to acceptance. When required, deflection testing shall be performed in accordance with MoDOT Test Method TM 64. No testing shall be performed if the slabs are beginning to lock-up. Tests shall not be performed during Spring thaw conditions or when the subgrade is frozen.

**625.10.3.1.5** Undersealing materials shall not enter into gutters or closed drainage systems. Residue shall not be spread within 100 feet of any streams, lakes or other open bodies of water or within 15 feet of a water filled ditch. All removed material shall be disposed of in an environmentally acceptable manner in accordance with all Federal, State, and local regulations.

**625.10.3.1.6** All drill tailings, spilled material, and other debris shall be cleaned up at the end of each working day or before the lane is opened to traffic.

**625.10.3.1.7** The drill holes shall be filled flush with the pavement surface using a material to match the existing surface.

**625.10.3.1.8** The Contractor shall supply certification for the accuracy of the method used to measure the amount of material used on the project.

**625.10.3.2 High Density Polyurethane.**

**625.10.3.2.1** Injection nozzles shall prevent leakage during injection and shall be removed at completion of the injection or driven into the injection hole to a minimum depth of 1-1/4 inches below the pavement surface.

**625.10.3.2.2** Any excessive material on the pavement surface shall be removed from the area and the holes shall be sealed with polyurethane material or in accordance with [Sec 625.10.3.1.7](#).

**625.10.3.2.3** The pavement shall not be open to traffic until a minimum of 30 minutes after pumping operations have ceased.

**625.10.3.3 Asphalt Cement.**

**625.10.3.3.1** Asphalt cement shall be heated to a temperature between 380 F and 450 F before pumping operations begin.

**625.10.3.3.2** Pumping operations shall cease when asphalt cement seeps from cracks and joints. Pumping shall not resume until visible asphalt cement has congealed.

**625.10.3.3.3** The Contractor shall provide adequate shielding to ensure passing traffic is not sprayed by asphalt cement.

**625.10.3.3.4** The pavement shall not be open to traffic until a minimum of 30 minutes after pumping operations have ceased.

**625.10.4 Method of Measurement.**

**625.10.4.1** High density polyurethane material shall be measured to the nearest pound.

**625.10.4.2** Asphalt cement shall be measured to the nearest gallon and adjusted for temperature correction in accordance with [Sec. 1015](#).

**625.10. 4.3** Measurement of testing for deflection will be per joint, crack or pavement repair patch per traffic lane in which testing is performed. Testing prior to undersealing and testing after undersealing will be measured separately.

**625.10.5 Basis of Payment.** The accepted quantities of undersealing material and deflection testing quantities will be paid for at the contract unit price. Payment will be considered full compensation for all labor, equipment and material necessary to complete the described work.

**SECTION 625.20 SLAB JACKING.**

**625.20.1 Description.** This work shall consist of injecting high density polyurethane or cementitious grout under a sunken section of concrete pavement and raising it back to the correct profile for an acceptable ride and positive drainage.

**625.20.2 Material.**

**625.20.2.1** High density polyurethane used for slab jacking shall meet the requirements of [Sec. 625.10.2](#).

**625.20.2.2** The material used in grouting shall consist of a mixture of Portland cement, fly ash and water proportioned as specified or as approved by the engineer. All material shall be in accordance with [Division 1000](#), Material Details, and specifically as follows:

| Item                      | Section              |
|---------------------------|----------------------|
| Fly Ash                   | <a href="#">1018</a> |
| Cement, Type I, II or III | <a href="#">1019</a> |
| Water                     | <a href="#">1070</a> |

**625.20.2.3** Grout shall meet the following minimum requirements:

- (a) Flow cone efflux time shall be 10 to 16 seconds, as determined in accordance with ASTM C 939.
- (b) The minimum design strength at minimum efflux time shall be 600 psi at seven days, determined in accordance with ASTM C 942, with the exception that storage of compressive specimens after 24 hours shall be placed in a 100 percent humidity cabinet.

**625.20.2.4** At least three weeks prior to the beginning of this work, the contractor shall submit the proposed mixture to the engineer. The submittal shall include the mix design, source and type of all material test results of the grout showing one-day, three-day and seven-day compressive strengths, efflux time, time of initial and final set by the Gilmore needle in accordance with ASTM C 266 and time delayed to molding specimens after mixing grout. The time delay between mixing and molding will be the maximum holding time permitted in the field. Sufficient quantities of all mixture components to permit laboratory verification of the grout properties listed herein shall accompany the mix design submittal. Approximately 10 pounds of Portland cement and 30 pounds of fly ash shall be furnished.

**625.20.3 Construction Requirements.** Construction requirements shall be in accordance with [Sec 625.10.3.1](#) and specifically as follows.

**625.20.3.1 General.**

**625.20.3.1.1** The contractor shall establish a finish target profile using an elevation measuring device or string line. Each profile shall be accepted by the engineer prior to work being performed at that location.

**625.20.3.1.2** Pumping operations shall cease when the slab has achieved the target profile. The Contractor shall provide equipment capable of detecting slab lift to measurements of 0.001 inch. Pavement lifted in excess of 0.125 inch over the accepted profile or pavement cracked as a result of the slab jacking will be unacceptable.

**625.20.3.1.3** The engineer may require the contractor to verify positive drainage on the lifted slab by flooding the surface area.

**625.20.3.2 High Density Polyurethane.** Construction requirements shall be in accordance with [Sec 625.10.3.2](#).

**625.20.3.3 Cementitious Grout.**

**625.20.3.3.1** Any admixtures used shall be incorporated in accordance with the manufacturer's recommendations. Admixtures may be added by hand methods. Admixtures shall be measured within a tolerance of plus or minus three percent of the required quantity.

**625.20.3.3.2** Personnel, scales and equipment necessary for calibrating the proportioning devices and for verifying the accuracy of proportions shall be furnished by the contractor and shall be available at all times. All equipment shall be calibrated by the contractor in the presence of the engineer, and subject to approval from the engineer. Verification of the accuracy of the scales and other dispensing methods may be required at any time deemed necessary by the engineer, but will be performed at least once each day of operation.

**625.20.3.3.3** Weight proportioning and volume proportioning equipment, accuracy, calibration and verification shall be in accordance with [Sec 501](#).

**625.20.3.3.4** Grout may be re-tempered with water. Prior to re-tempering the grout, the engineer shall be notified.

**625.20.3.3.5** The cement and fly ash for grout shall be measured by weight or volume. The quantity of cement and fly ash to be used shall be calculated from the approved mix design. Batches not containing the proper quantities of material will be unacceptable.

**625.20.3.3.6** Filling holes shall be in accordance with [Sec 625.10.3.1.7](#).

**625.20.3.3.7** The contractor may disperse residue onto unpaved shoulders, adjacent roadside embankments or median ditch areas of divided highways where the residue runoff can percolate into the soil, unless specified otherwise in the contract. The spread rate shall not generate surface runoff. If surface runoff occurs at a grinding location, the contractor shall remove the residue to an approved location at the contractor's expense.

**625.20.3.3.8** Traffic shall not be permitted on the undersealed pavement until three hours after the end of pumping operations, and after all drill holes have been plugged.

**625.20.4 Method of Measurement.**

**625.20.4.1** High density polyurethane material shall be measured to the nearest pound.

**625.20.4.2** Portland cement will be measured to the nearest pound.

**625.20.4.3** Fly ash will be measured to the nearest pound.

**625.20.4.4** Measurement of testing for deflection will be per joint, crack or pavement repair patch per traffic lane in which testing is performed. Testing prior to undersealing and testing after undersealing, will be measured separately.

**625.20.5 Basis of Payment.** The accepted slab jacking material and deflection testing quantities will be paid for at the contract unit price. Payment will be considered full compensation for all labor, equipment and material necessary to complete the described work.

**Exhibit D**

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

***Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars (\$100,000.00) or (2) Contractor employees fewer than ten (10) employees.***

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting “to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.”

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor’s rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

**CONTRACTOR**

By: Héctor Tabora  
[signature]

Hector Tabora  
Print Name

Its: Partner  
[list title]

**34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1.** This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section\* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of [chapter 536](#) and, if applicable, section [536.028](#). This section and [chapter 536](#) are nonseverable and if any of the powers vested with the general assembly pursuant to [chapter 536](#) to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-125

**Department:** Utilities

**Submitted By:** Andy Noll, Director Utilities

**Subject:** Ordinance approving a cloud services agreement with Brightly Software Inc. for access to the asset essentials enterprise software for work order and asset management in an amount not to exceed \$26,082.64

**Summary:**

An ordinance approving a contract that will provide staff with an additional year of access to the Asset Essentials Enterprise software in an amount not to exceed \$26,082.64.

**Background:**

Asset Essential Enterprise Software is utilized by utility staff for tracking of work orders and asset management of utility infrastructure. The contract will allow full access to all modules of the software until December 31, 2025. At such a time, staff will have completed the transition away from Asset Essentials to Cartegraph Software. Cartegraph Software was selected to serve as the work order and asset management software for all City departments in 2024 as part of a City-wide selection of financial and asset management software. Access to Asset Essential Enterprise Software is necessary to ensure the complete migration to the new software platform and that no records are lost during the transition.

**Previous Action (if applicable):**

Approval of Ordinance 11508 on November 22, 2021 for the purchase of software from Dude Solutions, Inc which is now Brightly Software Inc.

**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:**

|                     |                               |                     |
|---------------------|-------------------------------|---------------------|
| <b>Budgeted:</b>    | Line Item: 590-57030-801      | Amount: \$26,082.64 |
|                     | Line Item:                    | Amount:             |
|                     | Revenue Line (if applicable): | Amount:             |
| <b>Non-Budgeted</b> | Line Item:                    | Amount:             |
|                     | Line Item:                    |                     |
|                     | Funding Source:               | Amount:             |

**Attachments:**

1. ORD Brightly Software 2025 Extension
2. Asset Essentials One Year Renewal Executed

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING A CLOUD SERVICES AGREEMENT WITH BRIGHTLY  
SOFTWARE, INC. FOR ACCESS TO THE ASSET ESSENTIALS ENTERPRISE  
SOFTWARE FOR WORK ORDER AND ASSET MANAGEMENT IN AN AMOUNT NOT  
TO EXCEED \$26,082.64

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  
Cloud Services Agreement by and between the City of Liberty, Clay County, Missouri and  
Brightly Software, Inc. for access to the asset essentials enterprise software for work  
order and asset management in an amount not to exceed TWENTY-SIX THOUSAND  
EIGHTY-TWO DOLLARS AND 64/100 (\$26,082.64) 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 agreement 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





**PREPARED FOR**

City Of Liberty MO ("Customer")

**PREPARED BY**

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

**PUBLISHED ON**

December 19, 2024



December 19, 2024  
City Of Liberty MO

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for City Of Liberty MO.

**Service Term: 12 months (01/01/2025 - 12/31/2025)**

| Cloud Services                                             |            |            |                 |
|------------------------------------------------------------|------------|------------|-----------------|
| Item                                                       | Start Date | End Date   | Investment      |
| Streets/Signs/<br>Sidewalks Module                         | 1/1/2025   | 12/31/2025 | \$0.00          |
| Facilities/Physical<br>Plant Module                        | 1/1/2025   | 12/31/2025 | \$0.00          |
| Treatment Plants<br>Module                                 | 1/1/2025   | 12/31/2025 | \$0.00          |
| Storm Water Module                                         | 1/1/2025   | 12/31/2025 | \$0.00          |
| Water Distribution<br>and Waste Water<br>Collection Module | 1/1/2025   | 12/31/2025 | \$0.00          |
| Parks, Recreation<br>and Forestry Module                   | 1/1/2025   | 12/31/2025 | \$0.00          |
| Fleet Module                                               | 1/1/2025   | 12/31/2025 | \$0.00          |
| Asset Essentials<br>Enterprise                             | 1/1/2025   | 12/31/2025 | \$26,082.64     |
| AE Safety                                                  | 1/1/2025   | 12/31/2025 | \$0.00          |
| Asset Essentials<br>Inventory                              | 1/1/2025   | 12/31/2025 | \$0.00          |
| GIS Asset<br>Management                                    | 1/1/2025   | 12/31/2025 | \$0.00          |
| Annual Renewal:                                            |            |            | \$26,082.64 USD |

\*Your Sourcewell discount has been applied.



## **Order terms**

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice



Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

#### **Cloud Services**

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of



Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

#### **Additional information**

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com](mailto:accountsreceivable@brightlysoftware.com) (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-427603 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com](mailto:Purchaseorders@Brightlysoftware.com) (<mailto:Purchaseorders@Brightlysoftware.com>)
- D. Brightly Software, Inc. can provide evidence of insurance upon request.



## Signature

Presented to:

Q-427603

December 19, 2024, 4:53:02 PM

Accepted by:

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**Printed Name**

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**Signed Name**

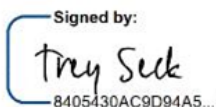
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**Title**

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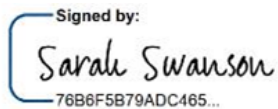
**Date**

Confirmed by Brightly Software, Inc.

Signed by:  
  
8405430AC9D94A5...

**Trey Seck**

**Chief Client Officer**

Signed by:  
  
76B6F5B79ADC465...

**Sarah Swanson**

**VP Success**



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-132

**Department:** Public Works

**Submitted By:** John Findlay, City Engineer

**Subject:** Ordinance amending Ordinance No. 11976 approving an agreement with architect Hoefer Welker, LLC to authorize Phase 2 of the City Hall Police and MEP Design Project (#PW-24-020) by increasing the current agreement amount by \$1,485,232.00 from \$215,900.00 to \$1,701,132.00

**Summary:**

- City Council approved an agreement with Hoefer Welker for a two-phase architectural study and design project for a City Hall Police addition and MEP system improvements. The original agreement included an agreed price for the final design based on eight percent (8%) of construction costs. Phase 1 of the study was completed in December 2024.
- The Phase 1 design charrette increased the size and scope of the project, resulting in increased costs from the original cost estimate.
- Voters approved a 1% sales tax ballot measure on April 8, 2025, to fund the design and construction of the project.
- This action will amend the original agreement amount to authorize Phase 2 of the architectural study and design project, which will complete the final design.
- A construction agreement will be presented to the City Council in a future action.
- Approve an ordinance amending the original agreement with Hoefer Welker, LLC to authorize Phase 2 of the City Hall Police and MEP Design Project in the amount of \$1,485,232.00.

**Background:**

On September 23, 2024, City Council approved an agreement for the amount of \$215,900.00 with Hoefer Welker, LLC for Phase 1 of a two-phase Architectural, Structural, MEP (Mechanical, Electrical, Plumbing which includes HVAC), Fire Protection, Landscape, and Civil design services required to develop concept plans for a proposed addition to City Hall. City staff worked with Hoefer Welker architects to define the project scopes for each of the two phases of the design process with the original intent to expand City Hall within the limits of City property without encroaching onto the Missouri Street right-of-way.

Original design costs in the agreement were estimated in the fall of 2024 based upon the expansion of the existing 10,000-square-foot police space by approximately 12,000 square feet to 22,000 square feet:

|                 |                 |
|-----------------|-----------------|
| Phase 1 (2024): | \$ 215,900.00   |
| Phase 2 (2025): | \$ 803,120.00   |
| Grand Total:    | \$ 1,019,020.00 |

Phase 1 scope included pre-design services such as site survey, existing building and systems assessment, cost range estimate, community engagement, 50% schematic conceptual design, and a detailed cost estimate. This phase was completed in December 2024.

Through the design charette process in Phase 1, stakeholders realized that the project size and scope will need to increase in order to meet current needs, and future needs for up to 30 years. The ultimate design chosen expands south into the existing greenspace between City Hall and the County Justice Center, as well as expanding into Missouri Street. As a result, Missouri Street will be closed from Kansas Street to Mill Street and Leonard Street will likely be converted from one-way to two-way traffic. The concept chosen addresses key concerns including:

- Provide the department with 32,000 square feet of flexible space to meet current and future department needs.
- Provide dedicated space for the different divisions within the police department while also improving work flow efficiency.
- Provide dedicated areas that provide for private conversations with members of the public.
- Provide additional and modern space for collection and storage of evidence.
- Provide a welcoming appearance for the public and police department staff, have a compatible exterior appearance with the existing city hall, provide better security for officers and public, as well as a multi-use public space that can bring people together in the heart of downtown Liberty.

The existing Police facility is approximately 10,000 square feet, and the chosen expansion would add another 22,000 square feet for an approximate total of 32,000 square feet that would complement the style of the existing City Hall.







Since the project size and construction cost have increased, the building and site scopes have changed. The site now includes a large public plaza, a police private outdoor area, and the closure of Missouri Street involving significant utility relocations and additional site work. The building expansion has grown from approximately 22,000 square feet to 32,000 square feet and the cost has grown from \$9M to approximately \$16.4M. As a result, the pricing for Phase 2 design has increased. Hoefer Welker provided a revised fee for the Phase 2 design in the amount of \$1,485,232.00.

Phase 2 scope includes detailed final design services such as 100% schematic design development, construction documents, bidding and permitting, and construction administration. Phase 2 was contingent upon voters passing a 1% general sales tax dedicated to Public Safety to fund the final design and construction of the project. Voters passed the ballot measure approving the 1% sales tax on April 8, 2025.

|                                                              |              |
|--------------------------------------------------------------|--------------|
| Phase 1 Design (Original Sept. 2024 Design Contract Amount): | \$ 215,900   |
| Phase 2 Design (this Amendment):                             | \$ 1,485,232 |
| Total Design (revised Design Contract Amount):               | \$ 1,701,132 |

The final design is anticipated to be completed in 2025. Construction is anticipated to start in 2026 with completion in 2027. A contract for construction will be presented to the City Council in a separate future action. The budget for this project is \$20M.

City staff recommends approving an Ordinance amending Ordinance No. 11976 approving an agreement for City of Liberty Project PW-24-020, authorizing Phase 2 of the City Hall Police and MEP Study Project by and between the City of Liberty and Hoefer Welker, LLC, increasing the contract amount by \$1,485,232.00, from \$215,900.00, to an amount not to exceed \$1,701,132.00.

**Previous Action (if applicable):**

- Council approved Phase 1 of the City Hall Police and MEP Study with Hoeffer Welker in the amount of \$215,900.00 - September 23, 2024

**Policy/Committee Review:**

|                                             |                                                            |
|---------------------------------------------|------------------------------------------------------------|
| x Citizen Sales Tax Oversight Committee     | Completed/Recommended: Meets Voter Intent - September 2024 |
| 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:             |
| x Non-    | Line Item: 354-59026-610-000000 | Amount: INCREASE by |

|                 |                 |                                                       |
|-----------------|-----------------|-------------------------------------------------------|
| <b>Budgeted</b> | Line Item:      | \$1,485,232.00 from<br>\$215,900.00 to \$1,701,132.00 |
|                 | Funding Source: | Amount:                                               |

**Attachments:**

1. Ordinance amending Ordinance No. 11976 approve contract with Hoefer Welker for City Hall MEP Police Study
2. 9.23.2024 Ord 11976 Hoefer Welker City Hall Police MEP Study and Design
3. 250417-1248201-G802-add01-Final

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 11976 APPROVING AN AGREEMENT WITH HOEFER WELKER, LLC TO AUTHORIZE PHASE 2 OF THE CITY HALL POLICE AND MEP STUDY PROJECT (#PW-24-020) BY INCREASING THE CURRENT AGREEMENT AMOUNT BY \$1,485,232.00 FROM \$215,900.00 TO \$1,701,132.00

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 an Ordinance amending Ordinance No. 11976 approving an agreement for City of Liberty Project PW-24-020, authorizing Phase 2 of the City Hall Police and MEP Study Project by and between the City of Liberty and Hoefer Welker, LLC, increasing the agreement amount by ONE MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED THIRTY-TWO AND 00/100 DOLLARS (\$1,485,232.00), from TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$215,900.00), to an amount not to exceed ONE MILLION SEVEN HUNDRED ONE THOUSAND ONE HUNDRED THIRTY-TWO AND 00/100 DOLLARS (\$1,701,132.00), 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 agreement amendment 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


**AIA® Document B101® – 2017**
**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Twenty-Fourth day of September in the year Two Thousand Twenty-Four  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Liberty  
 101 East Kansas Street, Liberty, MO 64068  
 Telephone Number: 816.439.4501

and the Architect:  
*(Name, legal status, address and other information)*

Hoefer Welker, LLC  
 4622 Pennsylvania Avenue, Suite 1400, Kansas City, MO 64112  
 Telephone Number: 913.307.3700

for the following Project:  
*(Name, location and detailed description)*

Liberty Police Department renovation and expansion  
 Liberty, MO

The Owner and Architect agree as follows.

**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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

Police needs assessment, and programming of space needed to accommodate existing and planned department growth. Development of concept designs for expansion of existing city hall facility to net the expansion or other options. Evaluate the mechanical, electrical and plumbing (MEP) of the current and future needs of City Hall.

TBD

§ 1.1.2 The Project's physical characteristics:

The exiting City Hall design plans are available. the building renovation plans are available. including the current GIS plans are available. Future geotechnical work is not part of the contract, as well as any future special inspections.

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(The project will be initiated in two phases. The first phase consists of Pre-Design Services and Basic Services. Basic services include fifty percent (50%) schematic design. The second phase will include services through final design, bid packages and final construction. The base services are estimate based on an approximate project cost of \$9,000,000.00 for an approximate additional space of 22,000 square feet expansion.

Approximately \$9,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

1 Design phase milestone dates, if any:

Phase 1, April 2025. Phase 2 to be determined

**.2 Construction commencement date:**

Dependent on future funding sources

**.3 Substantial Completion date or dates:**

Dependent on future funding sources

**.4 Other milestone dates:**

Phase 1 Draft Schematics December 1, 2024

**§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:**  
Construction Manager General Contractor procurement.

TBD

**§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:**  
Establish a space needs assessment of the Liberty Police Department. Assess the feasibility of expanding City Hall to meet needed police space into the future, and evaluation of existing City Hall MEP improvement needs. Provide cost estimates for future expansion, and City Hall MEP needs.

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:**  
*(List name, address, and other contact information.)*

Police Chief

Chief James Martin  
101 E Kansas Street  
P.O. Box 159  
Liberty, MO 64069  
Telephone Number: 816.439.4712

Public Works Director

Sherri McIntyre, P.E.  
101 E Kansas Street  
P.O. Box 159  
Liberty, MO 64069  
Telephone Number: 816.439.4501

**§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:**  
*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

**.1 Geotechnical Engineer:**

TBD

**.3 Other, if any:**

(List any other consultants and contractors retained by the Owner.)

N/A

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Ken Henton, AIA  
4622 Pennsylvania Avenue, Suite 1400, Kansas City, MO 64112  
Telephone Number: 913.307.3700  
Mobile Number: 816-536-2731  
Email Address: ken.henton@hoeferwelker.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Bob D. Campbell & Co., Inc.  
4338 Belleview, Kansas City, MO 64111  
Telephone Number: 816.531.4144

**.2 Mechanical/Electrical Engineer:**

Hoefer Welker, LLC  
Jon Lee, PE  
4622 Pennsylvania Ave, Suite 1400, Kansas City, MO 64112  
Telephone Number: 913.307.3700

**.3 Civil Engineer:**

Brungardt Honomichl & Company, P.A  
Kevin Honomichl, P.E  
7101 College Boulevard, Suite 400, Overland Park, KS 66210  
Telephone Number: 913.663.1900

**§ 1.1.11.2** Consultants retained under Supplemental Services:

**1 Landscape Consultant:**

Init.



Landworks Studio  
Carisa McMullen.  
102 S. Cherry Street, 2<sup>nd</sup> Floor. Olathe, KS 66061  
Telephone Number: 913.780.6707

**2 Community Engagement Consultant:**

Fides Munusque Fidele, Inc.  
12930 Izard Street, Omaha, NE 68154-1248  
402.999.7470

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) for each occurrence and Four Million Dollars (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than Two Million Dollars (\$ 2,000,000 ) each accident, Two Million Dollars (\$ 2,000,000 ) each employee, and Two Million Dollars (\$ 2,000,000 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services, as well as the services of a landscape architect. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall not be responsible for any costs associated with obtaining necessary permits or approvals.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, review with the Owner any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect may, at the request of the Owner, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents, in electronic format, to prospective bidders;
- .2 participating in a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 participating in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents, in electronic format, to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or sixty (60) days following the issuance of the Certificate of Substantial Completion, whichever is earlier.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificate(s) of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections may be conducted with the Owner, if requested, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services                  | Responsibility<br><i>(Architect, Owner, or not provided)</i> |
|----------------------------------------|--------------------------------------------------------------|
| § 4.1.1.1 Programming                  | Architect, as part of Phase I services                       |
| § 4.1.1.2 Multiple preliminary designs | N/A                                                          |
| § 4.1.1.3 Measured drawings            | N/A                                                          |

| Supplemental Services                                                                                                                                                                                                                                                                                                                | Responsibility<br>(Architect, Owner, or not provided) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| § 4.1.1.4 Existing facilities surveys                                                                                                                                                                                                                                                                                                | Architect, as part of Phase 1 services                |
| § 4.1.1.5 Site evaluation and planning                                                                                                                                                                                                                                                                                               | Architect, as part of Phase 1 services                |
| § 4.1.1.6 Building Information Model management responsibilities                                                                                                                                                                                                                                                                     | N/A                                                   |
| § 4.1.1.7 Development of Building Information Models for post construction use                                                                                                                                                                                                                                                       | N/A                                                   |
| § 4.1.1.8 Civil engineering                                                                                                                                                                                                                                                                                                          | Architect, as part of Basic Services                  |
| § 4.1.1.9 Landscape design                                                                                                                                                                                                                                                                                                           | Architect, as part of Basic Services                  |
| § 4.1.1.10 Architectural interior design                                                                                                                                                                                                                                                                                             | Architect, as part of Basic Services                  |
| § 4.1.1.11 Value analysis                                                                                                                                                                                                                                                                                                            | N/A                                                   |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3                                                                                                                                                                                                                                                              | Architect, as part of Phase 1 services                |
| § 4.1.1.13 On-site project representation                                                                                                                                                                                                                                                                                            | N/A                                                   |
| § 4.1.1.14 Conformed documents for construction                                                                                                                                                                                                                                                                                      | N/A                                                   |
| § 4.1.1.15 As-designed record drawings                                                                                                                                                                                                                                                                                               | N/A                                                   |
| § 4.1.1.16 As-constructed record drawings                                                                                                                                                                                                                                                                                            | Architect, as an optional service                     |
| § 4.1.1.17 Post-occupancy evaluation                                                                                                                                                                                                                                                                                                 | N/A                                                   |
| § 4.1.1.18 Facility support services                                                                                                                                                                                                                                                                                                 | N/A                                                   |
| § 4.1.1.19 Tenant-related services                                                                                                                                                                                                                                                                                                   | N/A                                                   |
| § 4.1.1.20 Architect's coordination of the Owner's consultants                                                                                                                                                                                                                                                                       | N/A                                                   |
| § 4.1.1.21 Telecommunications/data design                                                                                                                                                                                                                                                                                            | Architect, as part of Basic Services                  |
| § 4.1.1.22 Security evaluation and planning                                                                                                                                                                                                                                                                                          | Architect, as part of Basic Services                  |
| § 4.1.1.23 Commissioning                                                                                                                                                                                                                                                                                                             | N/A                                                   |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3                                                                                                                                                                                                                                                                    | N/A                                                   |
| § 4.1.1.25 Fast-track design services                                                                                                                                                                                                                                                                                                | N/A                                                   |
| § 4.1.1.26 Multiple bid packages                                                                                                                                                                                                                                                                                                     | N/A                                                   |
| § 4.1.1.27 Historic preservation                                                                                                                                                                                                                                                                                                     | N/A                                                   |
| § 4.1.1.28 Furniture, furnishings, and equipment design                                                                                                                                                                                                                                                                              | Architect, as an optional service                     |
| § 4.1.1.29 Other services provided by specialty Consultants<br>.1 Low Voltage design services<br>.2 Medical Equipment planning services<br>.3 ATEP consulting services<br>.4 Kitchen / Kitchen Equipment consulting services<br>.5 Audio-Visual design services<br>.6 Acoustical design services<br>.7 Physicist consulting services | N/A                                                   |
| § 4.1.1.30 Other Supplemental Services<br>.1 Professional models or renderings<br>.2 printing of documents for Bid Phase purposes<br>.3 meeting notes during site visits                                                                                                                                                             | N/A                                                   |
|                                                                                                                                                                                                                                                                                                                                      |                                                       |

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.



*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

#### Reference Exhibit A

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One ( 1 ) visit to the site each month, up to xx total visits, by the Architect during construction
- .3 One ( 1 ) inspection for the Work to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Thirty-Six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit, as well as contingencies for changes in the Work. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, or financing; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment: the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions or other reasons the Architect could not reasonably anticipate or control, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- [ ] Arbitration pursuant to Section 8.3 of this Agreement
- [ X ] Litigation in a court of competent jurisdiction
- [ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Not Used

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Not used.

§ 9.6 If the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In the event of termination not the fault of the Architect, the Owner shall pay to the Architect the following fees: *(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Twenty percent (20%) of the Architect's unbilled compensation

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Twenty percent (20%) of the Architect's unbilled compensation

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall advise the Architect of any known or suspected hazardous substances on or around the Project site. If the Architect observes or suspects the existence of hazardous materials during the performance of its services, the Architect may suspend services and notify the Owner of the condition. If services are suspended, they will resume only after the Owner obtains a written report from a qualified examiner that the Project site is free and clear of hazardous substances. The Architect shall not be liable for any cost or schedule delay during a suspension of services due to hazardous materials.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

*Phase 1 \$215,900.00 Two Hundred Fifteen Thousand Nine Hundred and 00/100 Dollars.*

*Phase 2 \$759,920.00 Seven Hundred Fifty Nine Thousand Nine Hundred Twenty and 00/100 Dollars.*

*Reimbursables (Not to Exceed) \$43,200.00 Forty-Three Thousand Two Hundred and 00/100 Dollars.*

GRAND TOTAL: \$1,019,020.00 One Million Nineteen Thousand Twenty and 00/100 Dollars.

.2 Percentage Basis

*(Insert percentage value)*

Eight (8 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Reference exhibit A. Architect reserves the right to adjust fee based on final construction cost and scope.

.3 Other

*(Describe the method of compensation)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Not to Exceed negotiated amount.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

As negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus n/a percent ( n/a%). or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

negotiated lump sum fee

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                              |             |           |    |    |
|------------------------------|-------------|-----------|----|----|
| Schematic Design Phase       | Twenty      | percent ( | 20 | %) |
| Design Development Phase     | Twenty      | percent ( | 20 | %) |
| Construction Documents Phase | Thirty-Five | percent ( | 35 | %) |
| Procurement Phase            | Five        | percent ( | 5  | %) |



|                          |             |           |     |    |
|--------------------------|-------------|-----------|-----|----|
| Construction Phase       | Twenty      | percent ( | 20  | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The standard hourly billing rates for services of the Architect and the Architect's consultants are available upon request. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' annual review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

#### Employee or Category

#### Rate (\$0.00)

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 not used;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

to be negotiated, if required

Init.

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero Dollars (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Five Thousand Dollars (\$ 5,000 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

18 % annual

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

**§ 12.1 Design Contingency.** Owner and Architect agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Architect. Therefore, Owner agrees to set aside a reserve in the amount of five percent (5%) of the estimated Cost of the Work as a contingency to be used, as needed, to pay for any such increased costs and changes. Owner agrees to make no claim against Architect or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Architect shall be responsible for costs incurred by Owner above that sum but only to the extent caused by Architect's negligent acts, errors or omissions. Cost increases as a result of Owner requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, unforeseen site conditions and including any tariffs applied are not costs due to errors, omissions or inconsistencies. In no event shall Architect be responsible for direct costs that Owner would have incurred in the construction contract but for the Architect's error or omission.

**§ 12.2 Limitation of Liability.** Architect shall not be responsible for loss, damage, injury or liability beyond the amounts, limits, conditions, and proceeds available from such insurance requirements defined in Article 2 above. Architect shall not be responsible for loss, damage, injury or liability arising from any acts by the Owner, its staff, consultants or other third parties who are not employees of Architect.

**§ 12.3 Precedence.** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, verbal discussions or like document or conversation regarding the Architect's services.

**§ 12.4 Severability.** If any of the provisions contained in these terms and conditions are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**§ 12.5 IRS Section 179D Income Tax Deduction.** Architect shall be entitled to any/all IRS 179D Income Tax Deductions for services associated with project development, design, and installation of Energy Efficiency

Improvements provided under this Agreement. Owner acknowledges that it is not subject to payment of income taxes, nor is it required to file income tax returns. Owner therefore agrees to sign any necessary allocation letters or other documents required by the IRS which allow Architect to receive tax deductions associated with the services provided under this Agreement pertaining to the Energy Efficiency Improvements.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

not applicable

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

☒ Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Architect's standard Electronic Document and BIM Release agreements, included by reference

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

*Greg Canuteson, Mayor*  
*(Printed name and title)*

ARCHITECT *(Signature)*

Ken Henton, AIA  
Partner

*(Printed name, title, and license number, if required)*

**Exhibit A**  
**Liberty Police Department - Design Fee Matrix**

8/29/2024

|                            |                                          | TOTAL               | REMARKS                    |
|----------------------------|------------------------------------------|---------------------|----------------------------|
| <b>PHASE 1</b>             |                                          |                     |                            |
| <b>PRE-DESIGN SERVICES</b> |                                          |                     |                            |
|                            | Site Survey                              | 17,500              |                            |
|                            | Geotechnical                             | 0                   | By City                    |
|                            | Programming/Tours                        | 14,500              |                            |
|                            | Existing Building Assessment - MEP       | 12,000              |                            |
|                            | Eco-Charette - Mechanical Cost-Payback   | 18,500              |                            |
|                            | Field Verification/3D Modeling           | 15,900              |                            |
|                            | Cost Range Estimate (HW)                 | 6,500               |                            |
|                            | Community Engagement                     | 50,000              |                            |
|                            | Detailed Cost Estimate - Third Party     | 9,000               | Allowance                  |
|                            | Total                                    | 143,900             |                            |
| <b>BASIC SERVICES</b>      |                                          |                     |                            |
|                            | Concept Design (50% Schematic Design)    | 72,000              | 10% of basic services fee  |
|                            | <b>PHASE 1: TOTAL</b>                    | <b>\$ 215,900</b>   |                            |
| <b>PHASE 2</b>             |                                          |                     |                            |
| <b>BASIC SERVICES</b>      |                                          |                     |                            |
|                            | SD, DD, CD, Bid, and CA Phases           | 648,000             | 90% of basic services fee  |
|                            | Total                                    | \$ 648,000          |                            |
| <b>OTHER SERVICES</b>      |                                          |                     |                            |
|                            | City Planning Comm. Approval Process     | 14,000              |                            |
|                            | Total                                    | \$ 14,000           |                            |
| <b>OPTIONAL SERVICES</b>   |                                          |                     |                            |
|                            | Professional Renderings (2)              | 12,000              | \$6000 allowance each      |
|                            | Existing Furniture Inventory (Allowance) | 10,000              |                            |
| 0%                         | Furniture Option One - Base              | 0                   | Included in basic services |
| 10%                        | Furniture Option Two - Bid Sets          | 50,000              |                            |
|                            | Record Documents (4% of Basic Services)  | 25,920              | Allowance                  |
|                            | Total                                    | \$ 97,920           |                            |
|                            | <b>PHASE 2: TOTAL</b>                    | <b>759,920</b>      |                            |
|                            | Reimbursables                            | 43,200              | Estimate (NTE)             |
|                            | Building Square Footage                  | 22,000 SF           | Estimate                   |
|                            | Construction Cost                        | \$ 9,000,000        | Estimate                   |
|                            | Basic Services Fee Percentage            | 8.00%               |                            |
|                            | Furniture Budget                         | \$ 500,000          | Estimate                   |
|                            | <b>Phase 1: Design Fees</b>              | <b>215,900</b>      |                            |
|                            | <b>Phase 2: Design Fees</b>              | <b>759,920</b>      |                            |
|                            | Reimbursables (Not to Exceed)            | 43,200              |                            |
|                            | <b>FEE TOTAL</b>                         | <b>\$ 1,019,020</b> |                            |

## **City of Liberty Police Department Headquarters**

### **Exhibit A – Design Services**

#### **PROJECT INFORMATION**

##### **SCOPE DEFINITION**

This project will include Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Landscape, and Civil design services required to develop concept plans to implement the project scope. The following specific scopes will be included in the project:

#### **PHASE 1 - SERVICES**

##### **PRE-DESIGN SERVICES**

###### **SITE SURVEY**

Project civil engineer will provide a site survey in the area identified including topographic information, existing buildings, existing parking lots and other site infrastructure, easements, and existing public and private utilities.

###### **PROGRAMMING & TOURS**

Hoefer Welker will lead the city and police department through various locations throughout the KC metro area to review examples of other police station facilities. This feedback will be gathered and incorporated into the finalization of the building program. Various meetings will be held to confirm project goals and finalize the scope of the project.

###### **EXISTING BUILDING ASSESSMENT – MECHANICAL, ELECTRICAL, AND PLUMBING**

Our project engineers will assess the existing mechanical, electrical, and plumbing systems. This would primarily include the systems that effect the police portion of the building. However, any systems that are shared with the city hall, will also be assessed. A written report will be provided.

###### **ECO-CHARRETTE – MECHANICAL SYSTEM COST-PAYBACK**

The design team will create a preliminary energy model specific to this site. This model will be utilized to help our team develop a cost-pay-back analysis for 3 mechanical systems that would be appropriate for this project. Through interactive meeting with City staff, we will gain consensus to finalize the project goals as they relate to sustainability, energy efficiency, and maintenance requirements of the building's mechanical system. Solar system energy analysis will also be provided.

###### **FIELD VERIFICATION/ 3D MODEL DEVELOPMENT**

For the project, the design team will field verify the existing building to create a depiction of existing field conditions. Information gathered will be utilized to develop a basic 3D Building Information Model of the building. This model will be used for development of the project.

### **COST ESTIMATES (RANGE ESTIMATES)**

Our team will provide a cost range estimate prior to concept design start. Although we cannot control the conditions that affect surges in the bid climate, our estimates will utilize historic pricing data that is based on the local marketplace.

### **CONCEPT DESIGN SERVICES**

#### **CONCEPT DESIGN-50% SCHEMATIC DESIGN (10% of design services fee)**

Based upon the approved program, schematic design documents will be created including site plan, building floor plans, demolition plans, preliminary building sections, and elevations. A site plan will be developed to include the new building additions, preliminary grading, and utility layouts. A 3D image of approved building will be created for review and approval. A preliminary HVAC system description and design criteria narrative will be created with input from the eco-charrette. The preliminary electrical design will be established with narratives for power and standby power. A preliminary code analysis will be put together for the new structure. The design team will also meet with stakeholders as required to complete this phase.

#### **COMMUNITY ENGAGEMENT**

These services would include involvement of a third party community engagement specialist. This individual would work to create a study group of individuals from throughout the City of Liberty. They would lead up to six study group meetings, create meeting minutes, and help create public information materials. They would support an open house for the public to learn about the project. They would also create fact sheets, tabletop meeting displays, and video production including the use of a drone if needed. Hoefer Welker would also participate in each of these study group meetings. Our team would also work with the city to create ballot bond language to be used for submission to the state.

#### **DETAILED COST ESTIMATE (THIRD PARTY)**

Our third-party estimator will provide a line-item estimate based on the concept design drawings.

## **PHASE 2 - SERVICES**

### **BASIC SERVICES SCOPE OUTLINE**

#### **SCHEMATIC DESIGN PHASE - 100% SCHEMATIC DESIGN (10% of design services fee)**

- This scope of service would continue the concept phase and finish the schematic design package.
- Based upon the approved pre-design program, schematic design documents will be created including site plan, demolition plans, building floor plans, preliminary building sections, and elevations.
- Develop site plan to include building addition, preliminary grading, and landscape design.
- Develop 3D image of approved building for review and approval.
- Refinement of Preliminary HVAC system description and design criteria narrative.
- Refinement of Preliminary Electrical design narratives for power, and standby power.
- Preliminary code analysis.
- Meet with stakeholders as required to complete phase.
- Develop city planning submittal for City if needed. (optional service)

#### **DESIGN DEVELOPMENT PHASE (20% of design services fee)**

- Based upon the approved schematic design, develop design development documents including site plan, building floor plans, building and wall sections, building elevations and engineering.
- Develop site plan to include addition outline, grading, utility entrances, and parking and traffic design, and landscape design.
- Show furniture, fixtures, equipment, and casework layouts on plans.
- Material types and major sections to show relevant conditions with detail locations identified.
- Structural system design as needed and wall types with details for connections identified.
- HVAC systems determined and their requirements reflected and indicated in documents such as piping, ducts, louvers, supply and return grills, etc.
- Plumbing fixtures located and supply, waste, and vent diagrams provided.
- Electrical systems sized, loads updated, located on plans including electrical devices such as panels, HVAC service, receptacles, interior and exterior lighting.
- Meet with stakeholders as required to complete phase.

#### **CONSTRUCTION DOCUMENTS PHASE (35% of design services fee)**

- Based upon the approved design development documents, prepare construction documents for bidding and construction to include drawings, specifications, and other bid documents.
- Prepare drawings and specifications that set forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in later phases.
- Meetings as appropriate with city staff and department to complete the required tasks.
- Obtain approval of the City for acceptance of scope of work and authorization to issue for bidding.

**BIDDING AND PERMITTING PHASE (5% of design services fee)**

- Based upon the approved construction documents, submit documents for bidding and building permit to include drawings, specifications, and bid documents.
- Assist the construction manager-at-risk to hold pre-bid meeting to familiarize contractors and subcontractors with project scope.
- Assist with bid questions and prepare addenda as required.
- Assist in evaluation of bids and recommendations to owner.
- Present final bids to City Council, other elected officials, or key city staff for final approval.
- Submit drawings containing professional seal to Governing Authority to obtain building permit. Building permit fees will be paid by the city.
- Respond to permit questions/comments through updated drawings or written narratives to assist in obtaining building permit.

**CONSTRUCTION ADMINISTRATION PHASE (20% of design services fee)**

Attend and participate in the construction kickoff meetings.

- Prepare and provide formal responses to Requests for Information (RFIs).
- Prepare and issue Architectural Supplemental Instruction (ASI) as necessary.
- Review Change Order Requests (COR) as generated by the Contractor and provide recommendation to the city.
- Review and provide written comments on all Pay Applications from the Contractor.
- Review and provide written comments on all Contractor generated submittals, shop drawings, samples, and substitutions.
- Actively participate bi-weekly in site progress meetings with the Owner and Contractor.
- Provide bi-weekly site observation reports of work in progress/completed.
- Facilitate technical meetings as may be required.
- Coordinate attendance of design team members as necessary to support City and Contractor throughout design and construction phases.
- Upon request of Contractor, provide substantial completion verification and expeditious, complete punch list for all disciplines of work.
- Provide Certificate of Substantial Completion to City.
- Develop punch list and back check it when contractor is completed.



## **OTHER SERVICES/OPTIONAL SERVICES SCOPE OUTLINE**

### **CITY PLANNING DEPARTMENT APPROVAL PROCESS**

It is anticipated that a set of documents will be submitted to the city's planning department during the design development phase. Design team will attend city meetings as needed. Our team will also respond to city planning staff comments and revise the planning submittal as needed.

### **PROFESSIONAL RENDERINGS**

Hoefer Welker will create 3D images and renderings in house for city use as part of our basic services. If the city would like us to hire a third party illustrator to create professional renderings, this service would include two (2) renderings.

### **EXISTING FURNITURE INVENTORY**

Our team will review all of the existing police department areas and provide a list of each piece of furniture and equipment. This would include assessment of the product as well as the dimensions of each item. This information would aid the city in determining what can be reused and what needs to be purchased new for the facility.

### **FURNITURE DESIGN**

Architect will provide general layouts of furniture and equipment as part of basic services. Additional services can be provided that would select, design, and specify furniture and equipment as necessary to create bid packages for procurement.

### **RECORD DOCUMENTS**

After construction completion, architect to take contractor completed as-built markups and update document set to include field revisions.



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*

Liberty Police Department  
Liberty, MO

**AGREEMENT INFORMATION:**

Date: September 24, 2024

**AMENDMENT INFORMATION:**

Amendment Number: 001

Date: April 16, 2025

**OWNER:** *(name and address)*

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

**ARCHITECT:** *(name and address)*

Hoefer Welker, LLC  
4622 Pennsylvania Ave, Suite 1400,  
Kansas City, MO 64112

The Owner and Architect amend the Agreement as follows:

The project size and construction cost has increased. The building and site scopes have changed. The site now includes a large public plaza, a police private outdoor area, and the closure of Missouri street. The building has grown from approximately 22,000 SF to 32,000 SF. The site and building construction cost has grown from \$9 million to approximately \$16,400,000.

Professional Services fees modified accordingly as per Article 11 - .2 percentage basis based on updated cost estimates.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Reference attached revised exhibit A. This replaces the previous exhibit A in the contract.

Article 11 - Compensation

.1 Stipulated Sum

Revise: Phase 2 \$1,460,232 One Million Four Hundred Sixty Thousand Two Hundred and Thirty Two and 00/100 dollars.  
Reimbursables (Not to Exceed) \$25,000 Twenty Five Thousand and 00/100 dollars.

GRAND TOTAL: \$1,701,132 One Million Seven Hundred and One Thousand One Hundred and Thirty Two and 00/100 Dollars.

Schedule Adjustment:

n/a

SIGNATURES:

City of Liberty

Hoefler Welker, LLC

ARCHITECT *(Firm name)*



SIGNATURE

Nick Lawler, AIA, NCARB, LEED  
AP BD+C, Associate Principal |  
Project Manager

PRINTED NAME AND TITLE

April 17, 2025

DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

**Exhibit A**  
**Liberty Police Department - Design Fee Matrix**

Revised: 4/17/2025

|                                                              |    | TOTAL            | REMARKS                    |
|--------------------------------------------------------------|----|------------------|----------------------------|
| <b>PHASE 1</b>                                               |    |                  |                            |
| <b>PRE-DESIGN SERVICES</b>                                   |    |                  |                            |
| Site Survey                                                  |    | 17,500           |                            |
| Geotechnical                                                 |    | 0                | By City                    |
| Programming/Tours                                            |    | 14,500           |                            |
| Existing Building Assessment - MEP                           |    | 12,000           |                            |
| Eco-Charette - Mechanical Cost-Payback                       |    | 18,500           |                            |
| Field Verification/3D Modeling                               |    | 15,900           |                            |
| Cost Range Estimate (HW)                                     |    | 6,500            |                            |
| Community Engagement                                         |    | 50,000           |                            |
| Detailed Cost Estimate - Third Party                         |    | 9,000            | Allowance                  |
| Total                                                        |    | 143,900          |                            |
| <b>BASIC SERVICES</b>                                        |    |                  |                            |
| Concept Design (50% Schematic Design)                        |    | 72,000           | 10% of basic services fee  |
| <b>PHASE 1: TOTAL</b>                                        | \$ | <b>215,900</b>   |                            |
| <b>PHASE 2</b>                                               |    |                  |                            |
| <b>BASIC SERVICES</b>                                        |    |                  |                            |
| 50% SD Phase - Less Phase 1                                  |    | 59,200           | 10% of basic services fee  |
| SD, DD, CD, Bid, and CA Phases                               |    | 1,180,800        | 90% of basic services fee  |
| Total                                                        | \$ | 1,240,000        |                            |
| <b>OTHER SERVICES</b>                                        |    |                  |                            |
| Site Survey - Additional scope boundary                      |    | 15,500           |                            |
| City Planning Comm. Approval Process                         |    | 16,000           |                            |
| Stormwater Management Report                                 |    | 6,500            |                            |
| Street and Storm Sewer Public Improvements                   |    | 19,000           |                            |
| Sanitary Relocation Plans                                    |    | 14,000           |                            |
| Right-Of-Way Vacation                                        |    | 5,500            |                            |
| Platting (Preliminary and Final, includes Easements)         |    | 7,000            |                            |
| NOI/SWPPP                                                    |    | 3,000            |                            |
| Total                                                        | \$ | 86,500           |                            |
| <b>OPTIONAL SERVICES</b>                                     |    |                  |                            |
| Professional Renderings (2)                                  |    | 12,000           | \$6000 allowance each      |
| Utility Coordination (Coordination of all private relocates) |    | 11,000           |                            |
| Sanitary Memorandum (if required)                            |    | 3,500            |                            |
| Existing Furniture Inventory (Allowance)                     |    | 10,000           |                            |
| 0% Furniture Option One - Base                               |    | 0                | Included in basic services |
| 10% Furniture Option Two - Bid Sets                          |    | 50,000           |                            |
| Record Documents (4% of Basic Services)                      |    | 47,232           | Allowance                  |
| Total                                                        | \$ | 133,732          |                            |
| <b>PHASE 2: TOTAL</b>                                        |    | <b>1,460,232</b> |                            |
| Reimbursables                                                |    | 25,000           | Estimate (NTE)             |
| Building Square Footage                                      |    | 32,040           | Estimate                   |
| Construction Cost                                            | \$ | 16,400,000       | Estimate                   |
| Basic Services Fee Percentage                                |    | 8.00%            |                            |
| Furniture Budget                                             | \$ | 500,000          | Estimate                   |
| <b>Phase 1: Design Fees</b>                                  |    | <b>215,900</b>   |                            |
| <b>Phase 2: Design Fees</b>                                  |    | <b>1,460,232</b> |                            |
| Reimbursables (Not to Exceed)                                |    | 25,000           |                            |
| <b>FEE TOTAL</b>                                             | \$ | <b>1,701,132</b> |                            |



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-146

**Department:** Fire

**Submitted By:** Chris Young, Fire Division  
Chief Support Services

**Subject:** Ordinance approving two purchase agreements with Conrad Fire Equipment, Inc. for the purchase of two 2026 Pierce Saber Pumpers in a total amount not to exceed \$2,056,553.78

**Summary:**

- This action was presented to the Budget Committee for consideration of the 2025 budget.
- This action was presented to the Citizen Sales Tax Oversight Committee on April 10, 2025, and was unanimously recommended as meeting voter intent.
- Funded by the Fire Department's ¼-cent Fire Sales Tax.
- Replacing three 11-year-old pumpers- 12 by time of delivery.
- Utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing program administered by the Mid-America Regional Council (MARC).
- Apparatus specifications were created by a joint labor/management committee.
- Committee focused on current needs, future needs and safety features.
- 10-month build time after approval.
- Recommending a ten-year lease purchase financing option.

**Background:**

In preparation for the proposed 2026-2027 purchases, in late 2024 the Labor Management Steering Committee assigned the proposed purchase of replacement pumper trucks to a project team. The project team was composed of six labor personnel with two management personnel assisting as needed. Currently, the Department operates two front-line pumpers and one reserve pumper, all 11 years of age (12 and 13 years old at delivery). The committee reviewed several manufacturers of fire apparatus and unanimously agreed that the Pierce product was superior in every way and was the only vendor that could deliver four matching trucks with no change in price and features. Pierce also provided pricing that was comparable to the other vendors, ranging from \$900,000 to \$1.1 million. While reviewing possible uses for today and into the future, the department also focused on the available safety options. The Pierce Saber Chassis provides fire personnel with frontal impact airbags, side impact airbags, unobstructed and improved visibility via a single-piece windshield and is the only custom OEM fire truck to meet school bus FMVSS-111 standards of visibility. In addition, Pierce has several other safety options that are within this chassis specification.

The aerial truck purchased in 2012 and the previous pumpers are also from Pierce, continuing the consistency of operation throughout our fleet. Currently, based off of our data, pumper trucks should be replaced after approximately ten years. As with our suggested process that began in 2011 with the purchases of the ambulances, we will continue to utilize the same process of rotation of the vehicles on a regular basis to maintain equal mileage and use of all four pumpers, which has proven to be successful

over the last 14 years. While we will continue to budget for replacements in 10 years, it is our goal and expectation that by utilizing the rotation process that we should be able to extend the use of the vehicles from ten to approximately twelve years. The replacement time will be continually monitored and adjusted based on the status of the apparatus.

Payment will be expected with the delivery of each unit, the first two apparatus arriving within 10 months of approval. It is recommended that two separate 10-year lease purchase financing be utilized; one for the two 2026 deliveries, with a maximum annual debt service of \$258,712.50, and one for the two 2027 deliveries, with a maximum annual debt service of approximately \$258,000 (depending on current interest rates), so as not to tie up capital and accrue unneeded interest.

**Previous Action (if applicable):**

None

**Policy/Committee Review:**

|                                             |                                  |
|---------------------------------------------|----------------------------------|
| X Citizen Sales Tax Oversight Committee     | Completed/Recommended: 4/10/2025 |
| Public Safety Sales Tax Oversight Committee | Completed/Recommended:           |
| Budget Committee                            | Completed/Recommended:           |
| Other:                                      | Completed/Recommended:           |

**Financial Considerations:**

|                     |                                 |                        |
|---------------------|---------------------------------|------------------------|
| <b>Budgeted:</b>    | Line Item: 356-80018-305-000000 | Amount: \$2,056,553.78 |
|                     | Line Item:                      | Amount:                |
|                     | Revenue Line (if applicable):   | Amount:                |
| <b>Non-Budgeted</b> | Line Item:                      | Amount:                |
|                     | Line Item:                      |                        |
|                     | Funding Source:                 | Amount:                |

**Attachments:**

1. Ordinance approving a purchase agreement with Conrad Fire Equipment for 2026 Pumpers
2. 1 of 4 Pierce Saber Pumper Purchase Agreement- Signed
3. 2 of 4 Pierce Saber Pumper Purchase Agreement - Signed

DOCUMENT NO. \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING TWO PURCHASE AGREEMENTS WITH CONRAD  
FIRE EQUIPMENT, INC. FOR THE PURCHASE OF TWO 2026 PIERCE SABER  
PUMPERS IN A TOTAL AMOUNT NOT TO EXCEED \$2,056,553.78

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

SECTION I

That the City Council hereby approves two purchase agreements by and between  
the City of Liberty and Pierce Manufacturing, 2600 American Dr, Appleton, WI 54914  
pertaining to the purchase of two 2026 Pierce Saber Pumper in an amount not to exceed  
ONE MILLION, TWENTY-EIGHT THOUSAND, TWO HUNDRED SEVENTY-SEVEN  
DOLLARS AND EIGHTY-NINE CENTS (\$1,028,276.89) each, said purchase  
agreements being incorporated herein by reference and available for review as required  
by law.

SECTION II

The City expects to make expenditures on and after the date of passage of this  
Ordinance in connection with purchase, and the City intends to reimburse itself for such  
expenditures with the proceeds of a tax-exempt financing. The maximum principal  
amount of such financing expected for the purchase is \$2,100,000. The City Council  
hereby authorizes the Mayor to execute the purchase agreements 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

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between CONRAD FIRE EQUIPMENT, INC ("Company"), and LIBERTY FIRE DEPARTMENT ("Customer") is effective as of the date specified in Section 3 hereof.

### 1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company transfers physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications as set forth in the Company Proposal; unless Company receives a Notice of Non-Conformance within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. **Term of Agreement.** This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. **Purchase and Payment.** The Customer agrees to purchase the Product pursuant to the terms as specified on Exhibit A for the total purchase price of \$ 1,028,276.89 ("Purchase Price"). Prices are in U.S. funds.

5. **Future Changes.** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. **Agreement Changes.** The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. **Cancellation/Termination.** In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. **Delivery, Inspection and Acceptance.** (a) **Delivery.** Delivery of the Product is scheduled to be within 10 months of the Effective Date of this Agreement. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery.

(b) **Inspection and Acceptance.** Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications as set forth in the Company Proposal, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to



evaluate such non-conformance ("Notice of Non-Conformance"). Any Product not in substantial conformance to material Specifications of the Proposal shall be remedied by Company within thirty (30) days from the Notice of Non-Conformance. In the event Company does not receive a Notice of Non-Conformance within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications of the Proposal and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company:

Conrad Fire Equipment, Inc.  
19922 W. 162nd Street  
Olathe, Kansas 66062

Customer:

LIBERTY FIRE DEPARTMENT  
200 W. Mississippi St.  
Liberty, MO 64068

10. Standard Warranty. Any express or implied manufacturer warranties are made a part hereof and the warranties attached hereto as Exhibit B extend fully to the Customer and are further assigned to the LIBERTY FIRE DEPARTMENT. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE BY COMPANY ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless otherwise stated herein or it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

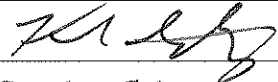
18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

**COMPANY:** Conrad Fire Equipment, Inc.

Name: KARL SCHULTZ

Signature: 

Title: VP-SALES

Date: 4-16-25

**CUSTOMER:** \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
PURCHASE DETAIL FORM  
Company

Date: 4/15/2025

Customer Assignee: LIBERTY FIRE DEPARTMENT

| Quantity | Chassis Type | Body Type | Price per Unit  |
|----------|--------------|-----------|-----------------|
| 1        | PIERCE SABER | PUMPER    | \$ 1,028,276.89 |
|          |              |           | \$              |
|          |              |           | \$              |
|          |              |           | \$              |

Warranty Period:

ALL STANDARD PIERCE WARRANTIES ARE LISTED IN THE PROPOSAL DOCUMENT.

Training Requirements:

**BASIC ORIENTATION** TRAINING WILL BE PROVIDED BY **CONRAD FIRE EQUIP.**

Trade-in Credit:

N/A

Pre-payment discount:

PRE-PAYMENT DISCOUNT AVAILABLE UPON REQUEST.

Payment Terms:

FULL PAYMENT WILL BE MADE AT TIME OF PRODUCT DELIVERY AND \$1,028,276.89 WILL BE DUE AT THAT TIME.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of KANSAS.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS BETWEEN COMPANY AND CUSTOMER, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B  
WARRANTY

ALL WARRANTIES HAVE BEEN SUPPLIED TO THE CUSTOMER AND THE  
WITHIN THE PROPOSAL DOCUMENT REFERENCED IN EXHIBIT C.

LIBERTY FIRE DEPARTMENT

EXHIBIT C  
COMPANY PROPOSAL

ONE OR MORE PIERCE SABER PUMPER AS SPECIFIED IN THE PIERCE MANUFACTURING  
PROPOSAL, BID NO. 540 DATED 4/15/25.



## Option List

4/15/2025

|                              |                                        |                         |                  |
|------------------------------|----------------------------------------|-------------------------|------------------|
| <b>Customer:</b>             | Conrad Fire                            | <b>Bid Number:</b>      | 540              |
| <b>Representative:</b>       | Schultz, Karl                          | <b>Job Number:</b>      | 44467            |
| <b>Organization:</b>         | Conrad Fire Equipment                  | <b>Number of Units:</b> | 1                |
| <b>Requirements Manager:</b> | Mori, Christina                        | <b>Bid Date:</b>        | 03/31/2025       |
| <b>Description:</b>          | Liberty 2025 Order                     | <b>Stock Number:</b>    |                  |
| <b>Body:</b>                 | Pumper, Long, Aluminum, 2nd Gen, Saber | <b>Price Level:</b>     | 51 (Current: 51) |
| <b>Chassis:</b>              | Saber FR Chassis, BMP Only             | <b>Lane:</b>            |                  |

| Line | Option  | Type | Option Description                                                            | Qty |
|------|---------|------|-------------------------------------------------------------------------------|-----|
| 1    | 0074080 |      | Bulld-to-Order, Pierce Florida Product - 2nd Gen Pumper                       | 1   |
| 2    | 0010012 |      | No Boiler Plates requested                                                    | 1   |
| 3    | 0661794 |      | Single Source Compliance                                                      | 1   |
| 4    | 0584455 |      | Manufacture Location, Bradenton, Florida                                      | 1   |
| 5    | 0584453 |      | RFP Location: Bradenton, Florida                                              | 1   |
| 6    | 0588609 |      | Vehicle Destination, US                                                       | 1   |
| 7    | 0829495 | SP   | DAS Truck                                                                     | 1   |
|      |         |      | Fill in Blank - *Saber DAS-3 base proposal*                                   |     |
|      |         |      | *Conrad unit for Liberty, MO*                                                 |     |
|      |         |      | booked with 446 options / 3 SPs                                               |     |
| 8    | 0816491 |      | Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions               | 1   |
| 9    | 0533347 |      | Pumper/Pumper with Aerial Device Fire Apparatus                               | 1   |
| 10   | 0588611 |      | Vehicle Certification, Pumper                                                 | 1   |
| 11   | 0568412 |      | Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD             | 1   |
| 12   | 0537375 |      | Unit of Measure, US Gallons                                                   | 1   |
| 13   | 0529326 |      | 10%, Pierce Built Chassis                                                     | 1   |
| 14   | 0816569 |      | P-Bond, Not Requested, PPI                                                    | 1   |
| 15   | 0000007 |      | Approval Drawing                                                              | 1   |
| 16   | 0002928 |      | Electrical Diagrams                                                           | 1   |
| 17   | 0816080 |      | Saber FR Chassis                                                              | 1   |
| 18   | 0629024 |      | Chassis Discount, Saber FR                                                    | 1   |
| 19   | 0000110 |      | Wheelbase                                                                     | 1   |
|      |         |      | Wheelbase - 194"                                                              |     |
| 20   | 0000070 |      | GVW Rating                                                                    | 1   |
|      |         |      | GVW rating - 44000                                                            |     |
| 21   | 0729280 |      | Frame Rails, 13.38 x 3.50 x .375, Enforcer                                    | 1   |
| 22   | 0889469 |      | Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal       | 1   |
| 23   | 0807050 |      | Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Saber FR, BMP/STK/Maxi ONLY | 1   |
| 24   | 0030264 |      | Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Enf/SFR                   | 1   |
| 25   | 0087572 |      | Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf                         | 1   |
| 26   | 0000322 |      | Oil Seals, Front Axle                                                         | 1   |
| 27   | 0899438 |      | Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply                   | 1   |
| 28   | 0019611 |      | Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot                    | 1   |
| 29   | 0641555 |      | Axle, Rear, Dana S23-190, 24,000 lb, Saber/Enforcer                           | 1   |
| 30   | 0544253 |      | Top Speed of Vehicle, 68 MPH /109 KPH                                         | 1   |
| 31   | 0565379 |      | Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer                | 1   |
| 32   | 0000485 |      | Oil Seals, Rear Axle                                                          | 1   |
| 33   | 0782552 |      | Tires, Rear, Goodyear, Endurance RSA, 12R22.50, LRH, Single                   | 1   |
| 34   | 0019625 |      | Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single              | 1   |
| 35   | 0568081 |      | Tire Balancing, Counteract Beads                                              | 1   |
| 36   | 0620570 |      | Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle       | 1   |
|      |         |      | Qty, Tire Pressure Ind - 6                                                    |     |
| 37   | 0801932 |      | Lug Nut, Covers, Stainless Steel                                              | 1   |
| 38   | 0003245 |      | Axle Hub Covers w/center hole, S/S, Front Axle                                | 1   |
| 39   | 0531133 |      | Axle Hub Covers, Rear, S/S, High Hat, Real Wheel (Pair)                       | 1   |
| 40   | 0002045 |      | Mud Flap, Front and Rear, Pierce Logo                                         | 1   |
| 41   | 0617577 |      | Chocks, Wheel, Worden HWG- SB, Super Gripper                                  | 1   |
|      |         |      | Qty, Pair - 01                                                                |     |
| 42   | 0646364 |      | Mounting Brackets, Chocks, Worden Safety, Model U815T                         | 1   |
|      |         |      | Location, Wheel chock - one ahead and behind driver side rear axle            |     |
|      |         |      | Qty, Pair - 01                                                                |     |

| Line | Option  | Type | Option Description                                                                | Qty |
|------|---------|------|-----------------------------------------------------------------------------------|-----|
| 43   | 0820509 |      | ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC                   | 1   |
| 44   | 0030185 |      | Brakes, Knorr/Bendix 17", Disc, Front, TAK-4                                      | 1   |
| 45   | 0581433 |      | Brakes, Bendix, Cam, Rear, 16.50 x 7.00"                                          | 1   |
| 46   | 0735527 |      | Air Compressor, Brake, Wabco 26.8 CI, Paccar                                      | 1   |
| 47   | 0644232 |      | Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer            | 1   |
|      |         |      | Paint Color, Air Tanks - Frame color                                              |     |
| 48   | 0568012 |      | Air Dryer, Wabco System Saver 1200, Heater, 2010                                  | 1   |
| 49   | 0000790 |      | Brake Lines, Nylon                                                                | 1   |
| 50   | 0000854 |      | Air Inlet, w/Disconnect Coupling                                                  | 1   |
|      |         |      | Location, Air Coupling(s) - a) DS Step Well, Forward                              |     |
|      |         |      | Qty, Air Coupling (s) - 1                                                         |     |
| 51   | 0811018 | SP   | Engine, Paccar MX13, 510HP, 1850 lb-ft(W/OBD, EPA 2024, SFR/Enforcer, BMP/HDR/STK | 1   |
| 52   | 0811409 |      | Not Required, Engine Contingency Adjustment                                       | 1   |
| 53   | 0001244 |      | High Idle w/Electronic Engine, Custom                                             | 1   |
| 54   | 0735687 |      | Engine Brake, Fully Integrated, Paccar MX13 Engine                                | 1   |
|      |         |      | Switch, Engine Brake - MX13                                                       |     |
| 55   | 0644227 |      | Clutch, Fan, Air Actuated, Saber FR/Enforcer                                      | 1   |
| 56   | 0644573 |      | Air Intake, Water & Ember Screen, Saber FR/Enforcer                               | 1   |
| 57   | 0814375 |      | Exhaust System, Horizontal, Right Side                                            | 1   |
|      |         |      | Exhaust, Diffuser - Aluminized Steel (Standard)                                   |     |
|      |         |      | Exhaust, Material/Finish - Aluminized Steel (Standard)                            |     |
|      |         |      | Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)                   |     |
|      |         |      | Tip, Exhaust - Straight Tip (Standard)                                            |     |
| 58   | 0788765 |      | Radiator, Saber FR/Enforcer                                                       | 1   |
| 59   | 0001090 |      | Cooling Hoses, Rubber                                                             | 1   |
| 60   | 0001125 |      | Fuel Tank, 65 Gallon, Left Side Fill                                              | 1   |
| 61   | 0001129 |      | Lines, Fuel                                                                       | 1   |
| 62   | 0889521 |      | DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF    | 1   |
|      |         |      | Door, Material & Finish, DEF Tank - Polished Stainless                            |     |
| 63   | 0552793 |      | Not Required, Fuel Priming Pump                                                   | 1   |
| 64   | 0552712 |      | Not Required, Shutoff Valve, Fuel Line                                            | 1   |
| 65   | 0699437 |      | Cooler, Chassis Fuel, Not Req'd.                                                  | 1   |
| 66   | 0690880 |      | No Selection Required From This Category                                          | 1   |
| 67   | 0887546 |      | Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf                | 1   |
| 68   | 0625331 |      | Transmission, Shifter, 6-Spd, Push Button, 4000 EVS                               | 1   |
| 69   | 0684459 |      | Transmission Oil Cooler, Modine, External                                         | 1   |
| 70   | 0001375 |      | Driveline, Spicer 1810                                                            | 1   |
| 71   | 0734211 |      | Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar              | 1   |
| 72   | 0605356 |      | Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer                       | 1   |
| 73   | 0690274 |      | Logo and Emblem on Dash                                                           | 1   |
|      |         |      | Text, Row (1) One - Wheeling                                                      |     |
|      |         |      | Text, Row (2) Two - Fire                                                          |     |
|      |         |      | Text, Row (3) Three - Department                                                  |     |
| 74   | 0606299 |      | Bumper, 26" Extended, Under Slung, Painted, Recessed Xlays/Trays, 12" H, SFR/Enf  | 1   |
| 75   | 0614646 |      | No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf                                      | 1   |
| 76   | 0002270 |      | Tow Hooks, Chrome                                                                 | 1   |
| 77   | 0624707 |      | Tray, 3/4 Width, 26" Bumper, Under Slung Design, 12" H Bumper, AXT/DCF/SFR/Enf    | 1   |
|      |         |      | Capacity, Hose Tray - TBD                                                         |     |
|      |         |      | Grating, Bumper extension - Grating, Aluminum                                     |     |
| 78   | 0613272 |      | Cover, 8.5" Raised Alum Treadplate, 3/4 Width Cover, Butterfly Latch, Q2B Clear   | 1   |
| 79   | 0632360 |      | 7010 Saber Cab                                                                    | 1   |
| 80   | 0747442 |      | Engine Tunnel, X12, MX13, Spray Insulation, Enforcer                              | 1   |
| 81   | 0887601 |      | Cab Insulation, Enforcer/Saber FR                                                 | 1   |
| 82   | 0633594 |      | Rear Wall, Interior, Adjustable Seating                                           | 1   |
| 83   | 0632103 |      | Rear Wall, Exterior, Cab, Saber FR/Enforcer                                       | 1   |
|      |         |      | Material, Exterior Rear Wall - Aluminum Treadplate                                |     |
| 84   | 0644201 |      | Cab Lift, Elec/Hyd, Saber FR/Enforcer                                             | 1   |
| 85   | 0698450 |      | Recess Cab Lift Controls, In Passengers Side Pump Panel, S/S Door                 | 1   |
|      |         |      | Location - passenger side pump panel                                              |     |
| 86   | 0636939 |      | Grille, Polished Stainless Steel, Front of Cab, Saber FR                          | 1   |

| Line | Option  | Type | Option Description                                                                  | Qty |
|------|---------|------|-------------------------------------------------------------------------------------|-----|
| 87   | 0647932 |      | Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer                   | 1   |
| 88   | 0087357 |      | Molding, Chrome on Side of Cab                                                      | 1   |
| 89   | 0521669 |      | Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex                   | 1   |
| 90   | 0648170 |      | Half Height Door                                                                    | 1   |
|      |         |      | Key Model, Cab Doors - 751                                                          |     |
|      |         |      | Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black                            |     |
| 91   | 0655543 |      | Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab                      | 1   |
| 92   | 0630636 |      | Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer       | 1   |
| 93   | 0638310 |      | Steps, 4-Door Cab, Saber FR/Enforcer                                                | 1   |
|      |         |      | Step Well Material - Aluminum Treadplate                                            |     |
| 94   | 0770194 |      | Handrail, Exterior, Knurled, Alum, 4-Door Cab                                       | 1   |
| 95   | 0892638 |      | Lights, Cab & Crew Cab Acc Stps, P25, LED w/Bezel, 6lts                             | 1   |
|      |         |      | Color, Trim - Chrome Housing                                                        |     |
| 96   | 0583698 |      | Fenders, S/S on cab, Extra Wide, Saber/Enf                                          | 1   |
| 97   | 0673394 |      | Handrail, Extra - 15-20" Long                                                       | 2   |
|      |         |      | Location - back of cab to assist accessing the crosslays, one each side of cab      |     |
|      |         |      | Qty, - 02                                                                           |     |
| 98   | 0042105 |      | No Windows, Side of Crew Cab                                                        | 1   |
| 99   | 0012090 |      | Not Required, Windows, Front/Side of raised roof                                    | 1   |
| 100  | 0779033 |      | Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer                           | 1   |
| 101  | 0809780 |      | Compt, 16.50 W x 16 LS/25.50 RS H x 15 D, Ea Side C/C, Dbl Pan, DEF, 70" Enf        | 1   |
|      |         |      | Light, Aux Cab Compartments - Pierce, Both Sides                                    |     |
|      |         |      | Finish, Cab Compt/Component - Cab Interior                                          |     |
|      |         |      | Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking                           |     |
|      |         |      | Door, Exterior Stop - 2-Web Strap                                                   |     |
| 102  | 0722796 |      | Dash, Poly, Saber FR/Enforcer                                                       | 1   |
| 103  | 0634206 |      | Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer               | 1   |
|      |         |      | Mounting Provision Spacing - .75"                                                   |     |
|      |         |      | Material Finish, Cab Interior - Painted                                             |     |
| 104  | 0750824 |      | Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE                              | 1   |
|      |         |      | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray                       |     |
|      |         |      | Engine Tunnel Cover - Dark Silver Gray Endure Vinyl                                 |     |
|      |         |      | Cab Interior Rear Wall Material - Painted Aluminum                                  |     |
| 105  | 0753903 |      | Cab Interior, Paint Color, Saber FR/Enforcer                                        | 1   |
|      |         |      | Color, Cab Interior Paint - d) red                                                  |     |
| 106  | 0052100 |      | Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer                                | 1   |
| 107  | 0741237 |      | HVAC, Standard-Duty, Saber FR, CARE                                                 | 1   |
|      |         |      | HVAC System, Filter Access - Removable Panel                                        |     |
|      |         |      | Auxiliary Cab Heater - Both                                                         |     |
|      |         |      | HVAC System, Control Loc. - Panel Position #12                                      |     |
| 108  | 0639675 |      | Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf                                      | 1   |
|      |         |      | Sun Visor Retention - Thumb Latch                                                   |     |
| 109  | 0634328 |      | Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer                      | 1   |
| 110  | 0583938 |      | Lights, Engine Compt, Custom, Auto Sw, Win 3SC0CDCR, 3" LED, Trim                   | 1   |
|      |         |      | Qty, - 01                                                                           |     |
| 111  | 0631830 |      | Fluid Check Access, Saber FR/Enforcer, Arrow XT                                     | 1   |
|      |         |      | Latch, Door, Storage - Lift and Turn Latch, Flush                                   |     |
| 112  | 0583042 |      | Side Roll and Frontal Impact Protection                                             | 1   |
| 113  | 0622619 |      | Seating Capacity, 4 Belted Seats                                                    | 1   |
| 114  | 0636955 |      | Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf             | 1   |
| 115  | 0632926 |      | Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, PRIMARY, SFR/Enf                 | 1   |
| 116  | 0002517 |      | Not Required, Radio Compartment                                                     | 1   |
| 117  | 0754654 |      | Cabinet, Rear Facing, LS, 23 W x 34 H x 26.75 D, Roll, Ext Acc, SFR/Enf             | 1   |
|      |         |      | Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side |     |
|      |         |      | Scuffplate, Material/Finish - S/S, Polished                                         |     |
|      |         |      | Material Finish, Shelf - Painted - Cab Interior                                     |     |
|      |         |      | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip                    |     |
|      |         |      | Door, Cab Exterior Cabinet - Double Pan, Non-Locking                                |     |
|      |         |      | Door, Exterior Stop - Web Strap                                                     |     |
|      |         |      | Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751                  |     |
|      |         |      | Louvers, Cabinet - 0-No Louvers                                                     |     |



| Line | Option  | Type | Option Description                                                                  | Qty |
|------|---------|------|-------------------------------------------------------------------------------------|-----|
| 118  | 0102783 |      | Not Required, Seat, Rr Facing C/C, Center                                           | 1   |
| 119  | 0767417 |      | Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Roll, Ext Acc, SFR/Enf             | 1   |
|      |         |      | Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side |     |
|      |         |      | Scuffplate, Material/Finish - S/S, Polished                                         |     |
|      |         |      | Material Finish, Shelf - Painted - Cab Interior                                     |     |
|      |         |      | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip                    |     |
|      |         |      | Door, Cab Exterior Cabinet - Double Pan, Non-Locking                                |     |
|      |         |      | Door, Exterior Stop - Bumper                                                        |     |
|      |         |      | Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking                   |     |
|      |         |      | Louvers, Cabinet - 0-No Louvers                                                     |     |
| 120  | 0108189 |      | Not Required, Seat, Forward Facing C/C, LS Outboard                                 | 1   |
| 121  | 0604650 |      | Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, SCBA, 17" Btm, Safety,SECONDARY,SFR/Enf    | 1   |
| 122  | 0108190 |      | Not Required, Seat, Forward Facing C/C, RS Outboard                                 | 1   |
| 123  | 0766467 |      | Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE                                | 4   |
|      |         |      | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray                       |     |
|      |         |      | Qty, - 04                                                                           |     |
| 124  | 0543991 |      | Bracket, Air Bottle, Hands-Free II, Cab Seats                                       | 3   |
|      |         |      | Qty, - 03                                                                           |     |
| 125  | 0603866 |      | Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer                            | 1   |
|      |         |      | Seat Belt Color - Orange                                                            |     |
| 126  | 0817557 |      | Helmet Storage, Provided by Fire Department, NFPA/ULC 2024                          | 1   |
| 127  | 0647647 |      | Lights, Dome, FRP Dual LED 4 Lts                                                    | 1   |
|      |         |      | Color, Dome Lt - Red & White                                                        |     |
|      |         |      | Color, Dome Lt Bzl - Black                                                          |     |
|      |         |      | Control, Dome Lt White - Door Switches and Lens Switch                              |     |
|      |         |      | Control, Dome Lt Color - Lens Switch                                                |     |
| 128  | 0816997 |      | Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024                           | 1   |
| 129  | 0644187 |      | Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer                      | 1   |
|      |         |      | Emergency Switching - Individual Switches                                           |     |
| 130  | 0002544 |      | Air Restriction Indicator - Pierce Chassis                                          | 1   |
| 131  | 0543751 |      | Light, Do Not Move Apparatus                                                        | 1   |
|      |         |      | Alarm, Do Not Move Truck - Pulsing Alarm                                            |     |
| 132  | 0621756 |      | Lights, Door Open Indicator Truck-Lite 30286 2", Enf/Saber FR 2Lts, Red             | 1   |
| 133  | 0754774 |      | Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber                   | 1   |
| 134  | 0802940 |      | Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer                         | 1   |
|      |         |      | Location, Wiper Control - Standard Location                                         |     |
| 135  | 0821192 |      | DO NOT TURN ON BATT DIR FEATURES!!                                                  | 4   |
|      |         |      | Qty, - 04                                                                           |     |
|      |         |      | 12vdc power from - Battery saver                                                    |     |
|      |         |      | Wire termination - Butt Splice                                                      |     |
|      |         |      | Location, Spare Wiring - TBD                                                        |     |
| 136  | 0821191 |      | NFPA 2024                                                                           | 1   |
|      |         |      | Location, Wiring - Behind Officer Seat                                              |     |
|      |         |      | 12vdc power from - Battery direct                                                   |     |
|      |         |      | Wire termination - 10-Place Bus Bar w/Cover                                         |     |
| 137  | 0820894 |      | NFPA 2024                                                                           | 1   |
|      |         |      | Location, Wiring - Switch panel #14                                                 |     |
|      |         |      | 12vdc power from - Battery direct                                                   |     |
|      |         |      | Wire termination - 15 amp power point plug                                          |     |
| 138  | 0821473 |      | Wiring, Spare, 4.8 A 12V DC, USB Term Batt Dir 1st NFPA1900/ULC                     | 1   |
|      |         |      | Qty, - 01                                                                           |     |
|      |         |      | 12vdc power from - Battery direct                                                   |     |
|      |         |      | Location - switch panel #14                                                         |     |
| 139  | 0763646 |      | Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf                      | 1   |
|      |         |      | System Of Measurement - US Customary                                                |     |
| 140  | 0734854 |      | Collision Mitigation, Not Requested                                                 | 1   |
| 141  | 0610240 |      | Vehicle Data Recorder w/Seat Belt Monitor                                           | 1   |
| 142  | 0601948 |      | Intercom, Firecom 5100D Single Radio, 1 Wireless Base, V2, (O,2C,Wired)             | 1   |
|      |         |      | Location - TBD                                                                      |     |
|      |         |      | Location, Intercom, C Cab - 2) 2 forward facing seats                               |     |
| 143  | 0006240 |      | Cable, Radio to Intercom Interface, Firecom, 1 Radio                                | 1   |
|      |         |      | Radio, First Two-Way Make - Motorola High Power                                     |     |

| Line | Option  | Type | Option Description                                                           | Qty |
|------|---------|------|------------------------------------------------------------------------------|-----|
| 143  |         |      | Radio, First, Two-Way Model - Motorola APX 7500 HP                           |     |
| 144  | 0601984 |      | Headset, Firecom, Wireless, FHW-505 Over The Head, Radio Transmit            | 1   |
|      |         |      | Qty, - 01                                                                    |     |
|      |         |      | Location - Driver                                                            |     |
| 145  | 0681396 |      | Headset, Firecom, FH-52 Over Head, Intercom Only                             | 2   |
|      |         |      | Qty, - 02                                                                    |     |
|      |         |      | Location, Headset - DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng         |     |
|      |         |      | Seat                                                                         |     |
| 146  | 0681413 |      | Headset, Firecom, FH-51 Over Head, Radio Transmit                            | 1   |
|      |         |      | Qty, - 01                                                                    |     |
|      |         |      | Location, Headset - Officer Seat                                             |     |
| 147  | 0696439 |      | Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area         | 2   |
|      |         |      | Qty, - 02                                                                    |     |
|      |         |      | Location, Antenna Mount - Left And Right Side                                |     |
| 148  | 0808099 |      | Camera, Pierce, 7" HD, R, Camera, AHD                                        | 1   |
|      |         |      | Color - 1) black                                                             |     |
|      |         |      | Location, Camera Monitor - Driver Side Dash                                  |     |
| 149  | 0814831 |      | Not Required, Camera Switcher                                                | 1   |
| 150  | 0523921 |      | Recess, Rear Vision Camera                                                   | 1   |
|      |         |      | Location, Camera, Recessed - Center Rear                                     |     |
| 151  | 0624249 |      | Electrical Power/Signal Protection & Control, Saber FR                       | 1   |
| 152  | 0624260 |      | Hard Wired Electrical System                                                 | 1   |
| 153  | 0079211 |      | Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud             | 1   |
| 154  | 0008621 |      | Battery System, Single Start, All Custom Chassis                             | 1   |
| 155  | 0002698 |      | Battery Compartment, Saber/Enforcer                                          | 1   |
| 156  | 0812586 |      | Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp                     | 1   |
| 157  | 0814869 |      | Location, Cab, Charger, Behind Driver Seat                                   | 1   |
| 158  | 0813791 |      | Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir                        | 1   |
| 159  | 0814939 |      | Location, Cab, Ind/Remote, Driver's Seat Riser                               | 1   |
| 160  | 0016857 |      | Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super               | 1   |
|      |         |      | Qty, - 01                                                                    |     |
|      |         |      | Color, Kussmaul Cover - b) red                                               |     |
|      |         |      | Shoreline Connection - Battery Charger                                       |     |
| 161  | 0026800 |      | Shoreline Location                                                           | 1   |
|      |         |      | Location, Shoreline(s) - DS Cab Side                                         |     |
| 162  | 0647729 |      | Alternator, 320 amp, Delco Remy 40SI                                         | 1   |
| 163  | 0644176 |      | Load Manager, Integrated In Electrical System, Saber FR/Enforcer             | 1   |
| 164  | 0783153 |      | Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel                 | 1   |
|      |         |      | Color, Headlight Bez - Chrome Bezel                                          |     |
| 165  | 0802935 |      | Light, Directional, Wln M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf        | 1   |
|      |         |      | Color, Lens, LED's - Match                                                   |     |
|      |         |      | Color, Q Bezel and Trim - Polished Chrome                                    |     |
|      |         |      | Flash Pattern, Directional Lts - Steady On (Arrow)                           |     |
| 166  | 0620054 |      | Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts        | 1   |
| 167  | 0735474 |      | Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer         | 1   |
|      |         |      | Light Guard - No Guards                                                      |     |
| 168  | 0647899 |      | Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf | 1   |
| 169  | 0627282 |      | Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts                | 1   |
| 170  | 0804514 |      | Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg        | 1   |
|      |         |      | Color, Lens, LED's - Match                                                   |     |
|      |         |      | Flash Pattern, Directional Lts - Steady On (Arrow)                           |     |
| 171  | 0806466 |      | Lights, Backup, Wln M62BU, LED, For Tail Lt Housing                          | 1   |
| 172  | 0889577 |      | Bracket, License Plate & Light, P25 LED, Stainless Brkt                      | 1   |
|      |         |      | Color, Trim - Chrome Housing                                                 |     |
| 173  | 0556842 |      | Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights                 | 1   |
| 174  | 0589905 |      | Alarm, Back-up Warning, PRECO 1040                                           | 1   |
| 175  | 0769569 |      | Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr                           | 1   |
| 176  | 0769572 |      | Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts                   | 1   |
| 177  | 0770056 |      | Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step              | 1   |
|      |         |      | Control, Perimeter Lts - DS Switch Panel, PS Switch Panel and Parking        |     |
|      |         |      | Brake Applied                                                                |     |
| 178  | 0556360 |      | Lights, Step, P25 LED 4lts, Pump Pnl Sw                                      | 1   |

| Line | Option  | Type | Option Description                                                                                                                                                                                                                              | Qty |
|------|---------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 179  | 0748973 |      | Light, Roof Mt, Wln S72M**, 72" Cnt Feature, Mkr Lts Not Activated<br>Color, Wln Lt Housing - Black Paint<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw<br>Panel PS<br>LED Module Type - 4 White Spot                    | 1   |
| 180  | 0766906 |      | Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st<br>Location - rear body high each side<br>Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw<br>Panel PS and Body Switch, DS Rear SS | 2   |
| 181  | 0763608 |      | Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd<br>Location - PS front and rear body<br>Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw<br>Panel PS                            | 2   |
| 182  | 0763610 |      | Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st<br>Location - DS front and rear body<br>Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw<br>Panel PS                            | 2   |
| 183  | 0645877 |      | Lights, Hose Bed, Sides, Dual LED Light Strips<br>Control, Hose Bed Lts - Cup Switch At Rear                                                                                                                                                    | 1   |
| 184  | 0645820 |      | Light, Front Of Hose Bed, 63" LED Light Strips<br>Qty, - 01<br>Control, Hose Bed Lts - With Other Hosebed Lts                                                                                                                                   | 1   |
| 185  | 0645677 |      | Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body                                                                                                                                                                               | 1   |
| 186  | 0709438 |      | Lights, Walk Surf, FRP Flood, LED                                                                                                                                                                                                               | 1   |
| 187  | 0802858 |      | Pumper, Long, Aluminum, 2nd Gen, Saber                                                                                                                                                                                                          | 1   |
| 188  | 0632361 |      | No Additional Florida Discount - w/Saber FR Chassis                                                                                                                                                                                             | 1   |
| 189  | 0554271 |      | Body Skirt Height, 20"                                                                                                                                                                                                                          | 1   |
| 190  | 0063308 |      | Tank, Water, 500 Gallon, Poly, Long, New York Style                                                                                                                                                                                             | 1   |
| 191  | 0003405 |      | Overflow, 4.00" Water Tank, Poly                                                                                                                                                                                                                | 1   |
| 192  | 0028107 |      | Not Required, Foam Cell Modification                                                                                                                                                                                                            | 1   |
| 193  | 0633066 |      | Sleeve, Through Tank<br>Qty, Sleeve - 1<br>Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing                                                                                                                                        | 1   |
| 194  | 0553725 |      | Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export                                                                                                                                                                            | 1   |
| 195  | 0003429 |      | Not Required, Direct Tank Fill                                                                                                                                                                                                                  | 1   |
| 196  | 0003424 |      | Not Required, Dump Valve                                                                                                                                                                                                                        | 1   |
| 197  | 0048710 |      | Not Required, Jet Assist                                                                                                                                                                                                                        | 1   |
| 198  | 0030007 |      | Not Required, Dump Valve Chute                                                                                                                                                                                                                  | 1   |
| 199  | 0514778 |      | Not Required, Switch, Tank Dump Master                                                                                                                                                                                                          | 1   |
| 200  | 0709973 |      | New York Style Hose bed<br>Material Trim/Scuffplate - b) S/S, Brushed<br>Finish, Inside of Hose Bed - Unpainted - DA Finish<br>Finish, Inside of Cargo Area - Unpainted - DA Finish                                                             | 1   |
| 201  | 0723549 |      | Painted Hose Bed<br>Paint Color, Hose Bed Interior - Match Lower Body                                                                                                                                                                           | 1   |
| 202  | 0003481 |      | Hose Bed Capacity, Special<br>Capacity, Hosebed - 300' 1.75"<br>1000' 4"<br>300' 2.5"                                                                                                                                                           | 1   |
| 203  | 0083488 |      | Divider, Hose Bed, .25" Unpainted<br>Qty, Hosebed Dividers - 2                                                                                                                                                                                  | 2   |
| 204  | 0815195 |      | Cover, Hose Bed, Alum Treadplate, Bolted T-Bar                                                                                                                                                                                                  | 1   |
| 205  | 0807336 |      | Hose Restraint, Hose Bed, Vinyl, Rear, Separate From Top<br>Color, Vinyl Cover - c) black<br>Vinyl Flap Weight - Lead Shot Weighted                                                                                                             | 1   |

| Line | Option  | Type | Option Description                                                                                                                                          | Qty |
|------|---------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 205  |         |      | Fastener, Rear Restraint, Top - Lift-A-Dot                                                                                                                  |     |
|      |         |      | Fastener, Rear Restraint, Bottom - Seat Belt Buckle (hinged)                                                                                                |     |
| 206  | 0013512 |      | Running Boards, 12.75" Deep                                                                                                                                 | 1   |
| 207  | 0689497 |      | Tailboard, 24" & 8" Deep, T-Shaped, Angled Corners                                                                                                          | 1   |
| 208  | 0818176 |      | Wall, Rear, Smooth Aluminum/Body Material, 16" Inset                                                                                                        | 1   |
|      |         |      | Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate                                                                                         |     |
| 209  | 0889214 |      | Tow Eyes, w/Tow Bar, 2G Pumper                                                                                                                              | 1   |
| 210  | 0590926 |      | Hose Restraint, Running Board, Velcro Straps                                                                                                                | 2   |
|      |         |      | Location, Hose Tray, Running Board - a) both sides                                                                                                          |     |
|      |         |      | Qty, Tray, Hose - 2                                                                                                                                         |     |
| 211  | 0024110 |      | Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose                                                                                                   | 2   |
|      |         |      | Location, Hose Tray, Running Board - a) both sides                                                                                                          |     |
|      |         |      | Qty, Tray, Hose - 2                                                                                                                                         |     |
| 212  | 0895820 |      | Construction, Compt, Alum, 2G Pumper                                                                                                                        | 1   |
| 213  | 0083674 |      | 161" Lap FH/FD Front & Rear                                                                                                                                 | 1   |
| 214  | 0812781 |      | RS 161" Lap, Full Height & Depth Front & Rear, Built Into Body                                                                                              | 1   |
| 215  | 0063911 |      | Doors, Lap w/ "D" Handles - Side Compartments                                                                                                               | 1   |
| 216  | 0013671 |      | 30.75" FF Rollup Rear Compt                                                                                                                                 | 1   |
| 217  | 0594003 |      | Door, Amdor, Rollup, Rear Compartment                                                                                                                       | 1   |
|      |         |      | Color, Roll-up Door - AMDOR Satin Aluminum                                                                                                                  |     |
|      |         |      | Latch, Roll-up Door - Non-Locking Liftbar                                                                                                                   |     |
| 218  | 0554995 |      | No Body Modification Required                                                                                                                               | 1   |
| 219  | 0625184 |      | Guard, Drip Pan, S/S, Rollup Door, Pumper                                                                                                                   | 6   |
|      |         |      | Qty, Door Accessory - 06                                                                                                                                    |     |
|      |         |      | Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2 and RS3                                                                                             |     |
| 220  | 0768509 |      | Lights, Compt, Amdor AY-LB-12HW0** LED, Dual Lt Strip                                                                                                       | 7   |
|      |         |      | Qty, - 07                                                                                                                                                   |     |
| 221  | 0739915 |      | Hatch, (2) Liftup, Pumper                                                                                                                                   | 2   |
|      |         |      | Location, Hatch Compt - Both Sides                                                                                                                          |     |
|      |         |      | Qty, Hatch Compt - 2                                                                                                                                        |     |
|      |         |      | Trim, Body/Hatch Compt Seam, Horizontal - Molding                                                                                                           |     |
|      |         |      | Hatch Compt, Width - 28"                                                                                                                                    |     |
|      |         |      | Latch, Hatch Compt - Lever Latch                                                                                                                            |     |
|      |         |      | Matting, Floor, Hatch Compt - Dri-Deck - Black                                                                                                              |     |
| 222  | 0730092 |      | Not Required                                                                                                                                                | 1   |
| 223  | 0733240 |      | Lights, Hatch Compt, Amdor AY-9220-42, LED, Light Strips, 2-Sides 4 Dr                                                                                      | 1   |
| 224  | 0687146 |      | Shelf Tracks, Painted                                                                                                                                       | 6   |
|      |         |      | Qty, Shelf Track - 06                                                                                                                                       |     |
|      |         |      | Location, Shelf Track - LS1, LS2, LS3, RS1, RS2 and B1                                                                                                      |     |
| 225  | 0600350 |      | 500 lb Adjustable Shelf                                                                                                                                     | 6   |
|      |         |      | Qty, Shelf - 06                                                                                                                                             |     |
|      |         |      | Material Finish, Shelf - Painted - Spatter Gray                                                                                                             |     |
|      |         |      | Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Transition Point, RS3-Transition Point, RS2-Centered, LS2-Centered and LS3-Transition Point |     |
| 226  | 0709689 |      | Tray, 500 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations                                                                                        | 4   |
|      |         |      | Qty, Tray (slide-out) - 04                                                                                                                                  |     |
|      |         |      | Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date                                                                          |     |
|      |         |      | Material Finish, Tray - Painted - Spatter Gray                                                                                                              |     |
| 227  | 0647091 |      | Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides                                                                                                          | 4   |
|      |         |      | Qty, - 04                                                                                                                                                   |     |
|      |         |      | Location, Tray Slide-Out, Floor Mounted - RS1 and LS1                                                                                                       |     |
|      |         |      | Material Finish, Tray - Painted - Spatter Gray                                                                                                              |     |
| 228  | 0567369 |      | Toolboard, Slide-out, Alum, .188", No Holes                                                                                                                 | 5   |
|      |         |      | location - TBD                                                                                                                                              |     |
|      |         |      | Qty - 5                                                                                                                                                     |     |
|      |         |      | Mounting, Toolboard - Adjustable side-side                                                                                                                  |     |
|      |         |      | Finish, Pegboard/Toolboard - Painted - Spatter Gray                                                                                                         |     |
| 229  | 0540317 |      | Toolboard, Swing-out, Alum, .188", Peg Board                                                                                                                | 2   |
|      |         |      | Qty - 2                                                                                                                                                     |     |
|      |         |      | Location, Pivot - Back                                                                                                                                      |     |
|      |         |      | Mounting, Toolboard - Adjustable Frt-back                                                                                                                   |     |
|      |         |      | Hole Diameter, Pegboard/Toolboard - .203" diameter                                                                                                          |     |

| Line | Option  | Type               | Option Description                                                                                                                                                                                                                                             | Qty |
|------|---------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 229  |         |                    | Finish, Pegboard/Toolboard - Painted - Spatter Gray<br>Location, Toolboard - LS2 - Full Height/Width and RS2 - Full Height/Width                                                                                                                               |     |
| 230  | 0726441 | Partition,         | Trans Rear Compt<br>Qty, Partition - 02<br>Location, Partition - c) both sides<br>Material Finish, Partition - Painted - Spatter Gray                                                                                                                          | 2   |
| 231  | 0004016 | Rub Rail,          | Aluminum Extruded, Side of Body                                                                                                                                                                                                                                | 1   |
| 232  | 0784811 | Fender Crowns,     | Rear, Stainless, w/Removable Liner<br>Material Finish, Fender Liner - Brushed Stainless                                                                                                                                                                        | 1   |
| 233  | 0519849 | Not Required,      | Hose, Hard Suction                                                                                                                                                                                                                                             | 1   |
| 234  | 0626229 | Handrails,         | Side Pump Panels, Per Print                                                                                                                                                                                                                                    | 1   |
| 235  | 0004126 | Handrails,         | Beavertail, Standard                                                                                                                                                                                                                                           | 1   |
| 236  | 0004136 | Handrail,          | Rear, Above Hose Bed<br>Handrail Finish - Knurled                                                                                                                                                                                                              | 1   |
| 237  | 0657522 | Compt, Air Bottle, | Triple, Fender Panel<br>Qty, Air Bottle Comp - 3<br>Door Finish, Fender Compt - Painted<br>Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear                                                                                      | 3   |
| 238  | 0648325 | Compt, Air Bottle, | Double, Tri Door, Fender Panel<br>Qty, Air Bottle Comp - 1<br>Door Finish, Fender Compt - Painted<br>Location, Fender Compt - Double - LS Rear - Fuel Combo<br>Latch, Air Bottle Compt - Southco C2 Chrome Raised<br>Insert, Air Bottle Compt - Rubber Matting | 1   |
| 239  | 0004225 | Ladder,            | 24' Duo-Safety 900A 2-Section                                                                                                                                                                                                                                  | 1   |
| 240  | 0004230 | Ladder,            | 14' Duo-Safety 775A Roof                                                                                                                                                                                                                                       | 1   |
| 241  | 0812656 | Ladders Built Into | Body RS RPH<br>Door, Material & Finish, Ladder Storage - smooth aluminum<br>Latch, Door Ladder Storage - D-Handle latch<br>Hinge Location - Inboard                                                                                                            | 1   |
| 242  | 0014245 | Ladder,            | 10' Duo-Safety Folding 585A, w/Mounting<br>Location, Folding Ladder - Ladder Compartment                                                                                                                                                                       | 1   |
| 243  | 0733796 | Trough,            | Folding Ladder, Ladder Storage Btwn Tank & S.Sht<br>Location, Left Side, Right Side - Right Side                                                                                                                                                               | 1   |
| 244  | 0588018 | Pike Pole,         | 8' Fire Hooks Unlimited, New York Roof Hook, Fiberglass, Pry End, RH-8<br>Qty, - 01                                                                                                                                                                            | 1   |
| 245  | 0760175 | Tube,              | Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage<br>Qty, Pike Poles - 1<br>Location, Left Side, Right Side - Right Side<br>Width, Notch, Pike Pole Tube - .75", Standard Notch                                                                         | 1   |
| 246  | 0552649 | Pike Pole,         | 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6<br>Qty, - 01<br>Location - rear                                                                                                                                                              | 1   |
| 247  | 0816611 | Tube,              | Pike Pole 6', Built Into Body Ladder Storage<br>Qty, Pike Poles - 1<br>Location, Left Side, Right Side - Right Side<br>Width, Notch, Pike Pole Tube - 1.38", NY Notch                                                                                          | 1   |
| 248  | 0004379 | Bell,              | 12" Chrome w/Eagle, Mounted on Cab Corner                                                                                                                                                                                                                      | 1   |
| 249  | 0785102 | Steps,             | Folding, Front of Body, Cargo Bed Access, w/LED, Trident<br>Coating, Step - black<br>Location, Steps - Full Height Left and Right Side w/LED Light                                                                                                             | 1   |
| 250  | 0592994 | Steps,             | Folding, Rear of Body, w/LED, Trident<br>Coating, Step - black                                                                                                                                                                                                 | 1   |
| 251  | 0007545 | 45" Control Zone   | Side Mount                                                                                                                                                                                                                                                     | 1   |
| 252  | 0035500 | Raised Pump House  | Structure, Side Control                                                                                                                                                                                                                                        | 1   |
| 253  | 0004435 | 2000 GPM CSU       | Waterous                                                                                                                                                                                                                                                       | 1   |
| 254  | 0004482 | Seal,              | Mechanical, Waterous                                                                                                                                                                                                                                           | 1   |
| 255  | 0816447 | Trans,             | Pump, Waterous C22 Series                                                                                                                                                                                                                                      | 1   |
| 256  | 0635600 | Pumping Mode,      | Stationary Only                                                                                                                                                                                                                                                | 1   |
| 257  | 0605126 | Pump Shift,        | Air Mnl Override, Split Shaft, Interlocked, Waterous                                                                                                                                                                                                           | 1   |

| Line | Option  | Type | Option Description                                                  | Qty |
|------|---------|------|---------------------------------------------------------------------|-----|
| 258  | 0003148 |      | Transmission Lock-up, EVS                                           | 1   |
| 259  | 0004547 |      | Auxiliary Cooling System                                            | 1   |
| 260  | 0014486 |      | Not Required, Transfer Valve, Single Stage Pump                     | 1   |
| 261  | 0746501 |      | Valve, Relief Intake, Elkhart                                       | 1   |
|      |         |      | Qty - 1                                                             |     |
|      |         |      | Pressure Setting - 125 psig                                         |     |
|      |         |      | Intake Relief Valve Control - Behind Right Side Pump Panel          |     |
| 262  | 0826104 |      | Controller, Pressure, FRC, Pump Boss Max, PBA500                    | 1   |
|      |         |      | Pressure Governor Throttle Control - Clockwise                      |     |
|      |         |      | Pressure Governor Default Mode - RPM Setting                        |     |
|      |         |      | Pressure Governor Std/Metric - Standard psi readouts                |     |
|      |         |      | Pressure Governor Transducer - Single 600 PSI                       |     |
|      |         |      | Pressure Governor Alarm - NOT BE an additional alarm provided       |     |
| 263  | 0072153 |      | Primer, Trident, Air Prime, Air Operated                            | 1   |
| 264  | 0780364 |      | Manuals, Pump, (2) Total, Electronic Copies                         | 1   |
| 265  | 0602512 |      | Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone | 1   |
| 266  | 0089437 |      | Plumbing Without Foam System                                        | 1   |
| 267  | 0004645 |      | Inlets, 6.00" - 1250 GPM or Larger Pump                             | 1   |
| 268  | 0014650 |      | Pump Suction Tube(s), Short, All                                    | 1   |
| 269  | 0004646 |      | Cap, Main Pump Inlet, Long Handle, NST, VLH                         | 1   |
| 270  | 0084610 |      | Valves, Akron 8000 series- All                                      | 1   |
| 271  | 0016158 |      | Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"                | 2   |
|      |         |      | Qty, Inlets - 2                                                     |     |
| 272  | 0004700 |      | Control, Inlet, at Valve                                            | 1   |
| 273  | 0004660 |      | Inlet (1), Left Side, 2.50"                                         | 1   |
| 274  | 0723551 |      | Inlet (1), Right Side, 2.50"                                        | 1   |
| 275  | 0092569 |      | No Rear Inlet (Large Dia) Requested                                 | 1   |
| 276  | 0064116 |      | No Rear Inlet Actuation Required                                    | 1   |
| 277  | 0092696 |      | Not Required, Cap, Rear Inlet                                       | 1   |
| 278  | 0009648 |      | No Rear Intake Relief Valve Required on Rear Inlet                  | 1   |
| 279  | 0092568 |      | No Rear Auxiliary Inlet Requested                                   | 1   |
| 280  | 0723049 |      | Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle              | 1   |
| 281  | 0029043 |      | Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing                       | 1   |
| 282  | 0004905 |      | Outlet, Tank Fill, 1.50"                                            | 1   |
| 283  | 0820189 |      | Control, Outlets, Manual, Pierce HW if applicable                   | 1   |
| 284  | 0004940 |      | Outlet, Left Side, 2.50"                                            | 2   |
|      |         |      | Qty, Discharges - 02                                                |     |
| 285  | 0005091 |      | Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH   | 1   |
| 286  | 0092570 |      | Not Required, Outlets, Left Side Additional                         | 1   |
| 287  | 0035094 |      | Not Required, Elbow, Left Side Outlets, Additional                  | 1   |
| 288  | 0004945 |      | Outlet, Right Side, 2.50"                                           | 1   |
|      |         |      | Qty, Discharges - 01                                                |     |
| 289  | 0025091 |      | Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH  | 1   |
| 290  | 0092571 |      | Not Required, Outlets, Right Side Additional                        | 1   |
| 291  | 0089584 |      | Not Required, Elbow, Right Side Outlets, Additional                 | 1   |
| 292  | 0816625 |      | Outlet, Large Diameter, Right Side, Akron Valve                     | 1   |
|      |         |      | Outlet, Large Diameter, Plumbing - 4.00"                            |     |
|      |         |      | Outlet, Large Diameter, NST Adapter - 4.00" MNST                    |     |
|      |         |      | Outlet, Large Diameter, Valve Actuation - Pierce large handwheel    |     |
| 293  | 0005097 |      | Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz           | 1   |
|      |         |      | Qty, - 01                                                           |     |
| 294  | 0092572 |      | Not Required, Outlet, Front                                         | 1   |
| 295  | 0092575 |      | Not Required, Outlet, Rear                                          | 1   |
| 296  | 0045099 |      | Not Required, Elbow, Rear Outlets                                   | 1   |
| 297  | 0092574 |      | Not Required, Outlet, Rear, Additional                              | 1   |
| 298  | 0085695 |      | Not Required, Elbow, Rear Outlets, Large, Additional                | 1   |
| 299  | 0820322 |      | Outlet, Front HB, 2.50" w/3.00" Plumbing                            | 2   |
|      |         |      | Qty, Discharges - 02                                                |     |
|      |         |      | Location, Outlet - c) one (1) each side                             |     |
| 300  | 0752097 |      | Caps/Plugs for 1.00" to 3.00" Discharges/inlets, Chain              | 1   |
| 301  | 0723042 |      | Valve, 0.75" Bleeder, Discharges, "T" Swing Handle                  | 1   |
| 302  | 0820280 |      | Outlet, 3.00" Deluge Riser                                          | 1   |

| Line | Option  | Type | Option Description                                                                | Qty |
|------|---------|------|-----------------------------------------------------------------------------------|-----|
| 303  | 0563671 |      | Monitor, Akron 3431 Hi-Riser- No Ground Base                                      | 1   |
|      |         |      | Monitor Finish - Painted to Match Upper Body                                      |     |
| 304  | 0046968 |      | Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper                             | 1   |
| 305  | 0005070 |      | Deluge Mount, NPT                                                                 | 1   |
| 306  | 0723726 |      | Speedlay Module Not Required                                                      | 1   |
| 307  | 0722432 |      | Hose Restraint Not Required, No Speedlay Module                                   | 1   |
| 308  | 0723395 |      | Speedlays, Not Required                                                           | 1   |
| 309  | 0723394 |      | Speedlays, Not Required                                                           | 1   |
| 310  | 0029167 |      | (2+) 1.50" Standard Capacity Crosslays                                            | 2   |
|      |         |      | Qty, Crosslays - 2                                                                |     |
| 311  | 0090442 |      | 2.50" Standard Capacity Crosslay                                                  | 1   |
| 312  | 0623374 |      | Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides     | 3   |
|      |         |      | Qty, - 03                                                                         |     |
|      |         |      | Color, Strap - Black                                                              |     |
| 313  | 0029260 |      | No Speedlays                                                                      | 1   |
| 314  | 0750536 |      | Hose Restr, Spdly, Not Required, No Spdly                                         | 1   |
| 315  | 0590891 |      | Hose Restraint, Crosslay/Deadlay, Velcro Straps, Top                              | 2   |
|      |         |      | Qty, - 02                                                                         |     |
| 316  | 0019853 |      | Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH             | 1   |
| 317  | 0044333 |      | Foam System Not Required                                                          | 1   |
| 318  | 0012126 |      | Not Required, CAF Compressor                                                      | 1   |
| 319  | 0552517 |      | Not Required, Refill, Foam Tank                                                   | 1   |
| 320  | 0042573 |      | Not Required, Foam System Demonstration                                           | 1   |
| 321  | 0045465 |      | Not Required, Foam Tanks                                                          | 1   |
| 322  | 0091110 |      | Not Required, Foam Tank Drain                                                     | 1   |
| 323  | 0091079 |      | Not Required, Foam Tank #2                                                        | 1   |
| 324  | 0091112 |      | Not Required, Foam Tank #2 Drain                                                  | 1   |
| 325  | 0738072 |      | Approval Dwg, Pump Panel(s), Not Required                                         | 1   |
| 326  | 0032479 |      | Pump Panel Configuration, Control Zone                                            | 1   |
| 327  | 0629252 |      | Material, Pump Panels, Side Control Black Vinyl                                   | 1   |
|      |         |      | Material Finish, Pump Panel, Side Control - Black Vinyl                           |     |
|      |         |      | Material, Pump Panel, Side Control - Aluminum                                     |     |
| 328  | 0721776 |      | Panel, Pump Access - Right Side, Hinged, Side Control                             | 1   |
|      |         |      | Hinge Location - Forward                                                          |     |
|      |         |      | Latch, Pump Panel Access, Side Mount - Flush Trigger, Chrome                      |     |
| 329  | 0583824 |      | Light, Pump Compt, Wln 3SC0CDCR LED White                                         | 1   |
|      |         |      | Qty, - 01                                                                         |     |
| 330  | 0586382 |      | Gauges, Engine, Included With Pressure Controller                                 | 1   |
| 331  | 0005601 |      | Throttle, Engine, Incl'd w/Press Controller                                       | 1   |
| 332  | 0739224 |      | Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green | 1   |
| 333  | 0549333 |      | Indicators, Engine, Included with Pressure Controller                             | 1   |
| 334  | 0745568 |      | Indicator Light, Pump Panel, Ok To Pump, Green                                    | 1   |
| 335  | 0511078 |      | Gauges, 4.00" Master, Class 1, 30"-0-600psi                                       | 1   |
| 336  | 0511100 |      | Gauge, 2.00" Pressure, Class 1, 30"-0-400psi                                      | 1   |
| 337  | 0062586 |      | Gauge, Water Level, Class 1, Pierce Std                                           | 1   |
| 338  | 0006774 |      | Not Required, Foam Level Gauge                                                    | 1   |
| 339  | 0593161 |      | Light Shield, S/S LED                                                             | 1   |
| 340  | 0887754 |      | Air Horns, (2) Hadley, Rectangular Bell, Through Underslung Bumper Flange         | 1   |
| 341  | 0606835 |      | Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)     | 1   |
| 342  | 0757092 |      | Control, Air Horn, Multi Select                                                   | 1   |
| 343  | 0757076 |      | Control, Air Horn, Lanyard, RS                                                    | 1   |
|      |         |      | Lanyard - Link Chain, Vinyl Tubing                                                |     |
| 344  | 0757077 |      | Control, Air Horn, Lanyard, LS                                                    | 1   |
|      |         |      | Lanyard - Link Chain, Vinyl Tubing                                                |     |
| 345  | 0525667 |      | Siren, Wln 295SLSA1, 100 or 200 Watt                                              | 1   |
| 346  | 0790527 |      | Location, Electronic Siren, Center Dash Switch Panel, Saber FR, Enf               | 1   |
|      |         |      | Location, Electronic Siren - switch panel # 7                                     |     |
| 347  | 0076156 |      | Control, Elec Siren, Head Only                                                    | 1   |
| 348  | 0601306 |      | Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt      | 1   |
|      |         |      | Connection, Speaker - siren head                                                  |     |
| 349  | 0601565 |      | Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)                           | 1   |

| Line | Option  | Type | Option Description                                                          | Qty |
|------|---------|------|-----------------------------------------------------------------------------|-----|
| 350  | 0895310 |      | Siren, Federal Q2B                                                          | 1   |
|      |         |      | Finish, Q2B Siren - Chrome                                                  |     |
| 351  | 0630659 |      | Siren, Mechanical, Mounted Above Deckplate, Under Slung Bumper              | 1   |
|      |         |      | Location, Siren, Mech - a) Left                                             |     |
| 352  | 0748305 |      | Control, Mech Siren, Multi Select                                           | 1   |
| 353  | 0890124 |      | Control Mech Siren, Ft Sw LS, Loc                                           | 1   |
|      |         |      | Location - on angled surface inside door frame                              |     |
| 354  | 0895055 |      | Control Mech Siren, Ft Sw RS, Interlock                                     | 1   |
|      |         |      | Control, Interlocks - E Master On                                           |     |
| 355  | 0736165 |      | Sw, Siren Brake, Momentary, RS Overhead Sw Pnl                              | 1   |
| 356  | 0736164 |      | Sw, Siren Brake, Momentary, LS Overhead Sw Pnl                              | 1   |
| 357  | 0746353 |      | Not Required, Warning Lights Intensity                                      | 1   |
| 358  | 0791246 |      | Lightbar, Wln, Freedom IV-Q, 81", RRRsrRWRROptRRWRsrRRR                     | 1   |
|      |         |      | Opticom Priority - b) High                                                  |     |
|      |         |      | Opticom Activation - E-Master                                               |     |
|      |         |      | Momentary Opticom Activation - No Activation                                |     |
|      |         |      | Filter, Whl Freedom Ltbrs - No Filters                                      |     |
| 359  | 0016380 |      | No Additional Lights Req'd, Side Zone Upper                                 | 1   |
| 360  | 0756009 |      | Lights, Front Zone, Wln M6** LED, Blk Trm, in Common Bzl                    | 1   |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Lt DS Front - Left Red                                               |     |
|      |         |      | Color, Lt PS Front - Right Red                                              |     |
| 361  | 0888271 |      | Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, Blk Trim, 3pr, Ovr 25    | 1   |
|      |         |      | Location, Lights Front Side - b)each side bumper                            |     |
|      |         |      | Color, Lt Side Front - Red                                                  |     |
|      |         |      | Color, Lt Side Middle - Red                                                 |     |
|      |         |      | Color, Lt Side Rear - Red                                                   |     |
|      |         |      | Location, Lights Mid Side - Rearward of Crew Cab Doors                      |     |
|      |         |      | Location, Lights Rear Side - Over Rear Wheels                               |     |
| 362  | 0745867 |      | Lights, Side, Wln M9** LED, Trm Fet 1st                                     | 2   |
|      |         |      | Location, Lights - upper front body corner of hatch compartment             |     |
|      |         |      | Qty, - 02                                                                   |     |
|      |         |      | Color, Lights, Warning - Red                                                |     |
|      |         |      | Control, Light - b) side warning                                            |     |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 363  | 0564655 |      | Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing          | 1   |
|      |         |      | Color, Lt DS Rear - r) DS Rear Lt Red                                       |     |
|      |         |      | Color, Lt PS Rear - r) PS Rear Lt Red                                       |     |
| 364  | 0898856 |      | Lights, Rear, Wln M9# LED, Split Color, Clear Lens, 1st                     | 2   |
|      |         |      | Location - mid height of rear body bulkhead, one each side of truck.        |     |
|      |         |      | Qty, - 02                                                                   |     |
|      |         |      | Control, Light - c) rear lower warning                                      |     |
|      |         |      | Color, Lt Rear Splt - Red out Amber in                                      |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 365  | 0734069 |      | Lights, Rear/Side Up Zone, Wln M9** M9** M9** M9** 4lts                     | 1   |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Lt, Side Rear Upper DS - Red                                         |     |
|      |         |      | Color, Lt, Side Rear Upper PS - Red                                         |     |
|      |         |      | Color, Lt, Rear Upper DS - Red                                              |     |
|      |         |      | Color, Lt, Rear Upper PS - Red                                              |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 366  | 0006551 |      | Not Required, Lights, Rear Upper Zone Blocking                              | 1   |
| 367  | 0016610 |      | Mtg, Rear Warn Lts, Std Mt, S/S Brkts                                       | 1   |
|      |         |      | Material, Bracket - Polished S/S                                            |     |
| 368  | 0759107 |      | Lights, Traffic Directing, Wln WIONSMC* Amber LED, 6 Lts, TACTL5            | 1   |
|      |         |      | Activation, Traffic Dir L - Control Head Only                               |     |
| 369  | 0529860 |      | Location, TDL, Surface Mounted Over Rear Door                               | 1   |
| 370  | 0530282 |      | Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End        | 1   |
| 371  | 0519934 |      | Not Required, Brand, Hydraulic Tool System                                  | 1   |
| 372  | 0649753 |      | Not Required, PTO Driven Hydraulic Tool System                              | 1   |
| 373  | 0816508 |      | NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept | 1   |
| 374  | 0816941 |      | Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024               | 1   |
| 375  | 0027023 |      | No Strainer Required                                                        | 1   |



| Line | Option  | Type | Option Description                                                        | Qty |
|------|---------|------|---------------------------------------------------------------------------|-----|
| 376  | 0816939 |      | Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department        | 1   |
| 377  | 0820493 |      | Not Required, Extinguisher, 2.5 Gal, Fire Department Omits, NFPA/ULC 2024 | 1   |
| 378  | 0816998 |      | Axe, Flathead, Provided by Fire Department                                | 1   |
| 379  | 0817000 |      | Axe, Pickhead, Provided by Fire Department                                | 1   |
| 380  | 0607712 |      | Paint Process/Environmental                                               | 1   |
| 381  | 0826031 |      | Paint, Two-Tone Color, Saber, PMFD                                        | 1   |
|      |         |      | Paint Color, Upper Area, Predefined - #101 Black PMFD                     |     |
|      |         |      | Shield, Cab - Standard Shield                                             |     |
|      |         |      | Paint Color, Lower Area, Predefined - #90 Red PMFD                        |     |
|      |         |      | Paint Break, Cab - Standard Two-Tone Cab Break                            |     |
| 382  | 0826044 |      | Single Color Body Paint                                                   | 1   |
|      |         |      | Paint, Body - Match Cab #90 Red PMFD                                      |     |
| 383  | 0646901 |      | Paint Chassis Frame Assy, With Liner, E-Coat, Standard                    | 1   |
|      |         |      | Paint Color, Frame Assembly, Predefined - Standard Black                  |     |
| 384  | 0693797 |      | No Paint Required, Aluminum Front Wheels                                  | 1   |
| 385  | 0693792 |      | No Paint Required, Aluminum Rear Wheels                                   | 1   |
| 386  | 0733739 |      | Paint, Axle Hubs                                                          | 1   |
|      |         |      | Paint, Axle Hub - Lower Job Color                                         |     |
| 387  | 0007234 |      | Compartment, Unpainted, D/A Finished                                      | 1   |
| 388  | 0544129 |      | Reflective Band, 1"-6"-1"                                                 | 1   |
|      |         |      | Color, Reflect Band - A - a) white                                        |     |
|      |         |      | Color, Reflect Band - B - l) white                                        |     |
|      |         |      | Color, Reflect Band - C - w) white                                        |     |
| 389  | 0007356 |      | Reflective across Cab Face                                                | 1   |
| 390  | 0819898 |      | Stripe, Chevron, Rear, Reflective, NFPA/ULC 2024, Pumper                  | 1   |
|      |         |      | Color, Reflect Band - A - e) black                                        |     |
|      |         |      | Color, Reflect Band - B - m) red                                          |     |
| 391  | 0065687 |      | Stripe, Reflective, Cab Doors Interior                                    | 1   |
|      |         |      | Color, Reflective - a) white                                              |     |
| 392  | 0033179 |      | Lettering Specifications, Reflective                                      | 1   |
| 393  | 0686120 |      | Lettering, Reflective, 9.00", (21-40)                                     | 1   |
|      |         |      | Outline, Lettering - Outline and Shade                                    |     |
| 394  | 0655896 |      | Sign Kit, Painted, Holder and Insert, Each                                | 2   |
|      |         |      | Location - Front bumper and rear body                                     |     |
|      |         |      | Qty, - 02                                                                 |     |
|      |         |      | Size - 10" high x 12" wide                                                |     |
| 395  | 0684183 |      | Emblem, Maltese Cross, Reflective, 18"-20", Pair                          | 1   |
|      |         |      | Qty, - 01                                                                 |     |
|      |         |      | Location, Emblem - tbd                                                    |     |
| 396  | 0619273 | SP   | Emblem, Waving American Flag, Upper Body Side Sheets                      | 1   |
| 397  | 0772003 |      | Manual, Fire Apparatus Parts, USB Flash Drive, Custom                     | 1   |
|      |         |      | Qty, - 01                                                                 |     |
| 398  | 0772037 |      | Manual, Chassis Service, USB Flash Drive, Custom                          | 1   |
|      |         |      | Qty, - 01                                                                 |     |
| 399  | 0773381 |      | Manual, Chassis Operation, (1) USB Flash Drive, Custom                    | 1   |
| 400  | 0030008 |      | Warranty, Basic, 1 Year, Apparatus, WA0008                                | 1   |
| 401  | 0735523 |      | Warranty, Engine, Paccar MX13, 5 Year, WA0386                             | 1   |
| 402  | 0684953 |      | Warranty, Steering Gear, Sheppard M110, 3 Year WA0201                     | 1   |
| 403  | 0596017 |      | Warranty, Frame, 50 Year, Custom Chassis, WA0013                          | 1   |
| 404  | 0595698 |      | Warranty, Axle, 3 Year, TAK-4, WA0050                                     | 1   |
| 405  | 0610485 |      | Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor          | 1   |
| 406  | 0652758 |      | Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232                 | 1   |
| 407  | 0019914 |      | Warranty, Structure, 10 Year, Custom Cab, WA0012                          | 1   |
| 408  | 0744240 |      | Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055                           | 1   |
| 409  | 0695416 |      | Warranty, Pierce Camera System, WA0188                                    | 1   |
| 410  | 0708760 |      | Warranty, Not Applicable, LED Strip Lights                                | 1   |
| 411  | 0046369 |      | Warranty, 5-year EVS Transmission, Standard Custom, WA0187                | 1   |
| 412  | 0685945 |      | Warranty, Transmission Cooler, WA0216                                     | 1   |
| 413  | 0688798 |      | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195                    | 1   |
| 414  | 0596025 |      | Warranty, Structure, 10 Year, Body, WA0009                                | 1   |
| 415  | 0693126 |      | Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185             | 1   |
| 416  | 0734463 |      | Warranty, Pump, Waterous, 7 Year Parts, WA0382                            | 1   |

| Line | Option  | Type | Option Description                                                               | Qty |
|------|---------|------|----------------------------------------------------------------------------------|-----|
| 417  | 0648675 |      | Warranty, 10 Year S/S Pumbing, WA0035                                            | 1   |
| 418  | 0641372 |      | Warranty, Foam System, Not Available                                             | 1   |
| 419  | 0595820 |      | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057                                 | 1   |
| 420  | 0595412 |      | Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168                         | 1   |
| 421  | 0596347 |      | Warranty, Extended, 3 Year, Custom Chassis, Class M, WA0061                      | 1   |
| 422  | 0596306 |      | Warranty, Extended, 3 Year, Pierce Body, Class H, WA0097                         | 1   |
| 423  | 0819254 |      | Certification, Vehicle Stability, CD0196                                         | 1   |
| 424  | 0807819 |      | Certification, Engine Installation, Enf, Paccar MX13, 2024                       | 1   |
| 425  | 0686786 |      | Certification, Power Steering, CD0098                                            | 1   |
| 426  | 0892691 |      | Certification, Cab Integrity, Saber FR/Enforcer, CD0189                          | 1   |
| 427  | 0631973 |      | Certification, Cab Door Durability, Saber FR/Enforcer, CD0137                    | 1   |
| 428  | 0631978 |      | Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132            | 1   |
| 429  | 0631974 |      | Certification, Electric Window Durability, Saber FR/Enforcer, CD0133             | 1   |
| 430  | 0631977 |      | Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134         | 1   |
| 431  | 0823238 |      | Certification, Stepping, Standing & Walking Areas, Slip Resistance, CD0197       | 1   |
| 432  | 0735949 |      | Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175 | 1   |
| 433  | 0545073 |      | Amp Draw Report, NFPA Current Edition                                            | 1   |
| 434  | 0002758 |      | Amp Draw, NFPA/ULC Radio Allowance                                               | 1   |
| 435  | 0799247 |      | Appleton/Florida Stock Unit                                                      | 1   |
| 436  | 0000017 |      | FLORIDA DIVISION BODY                                                            | 1   |
| 437  | 0000012 |      | PIERCE CHASSIS                                                                   | 1   |
| 438  | 0735525 |      | PACCAR MX13 ENGINE                                                               | 1   |
| 439  | 0046396 |      | EVS 4000 Series TRANSMISSION                                                     | 1   |
| 440  | 0020011 |      | WATEROUS PUMP                                                                    | 1   |
| 441  | 0020009 |      | POLY TANK                                                                        | 1   |
| 442  | 0028047 |      | NO FOAM SYSTEM                                                                   | 1   |
| 443  | 0020006 |      | SIDE CONTROL                                                                     | 1   |
| 444  | 0020007 |      | AKRON VALVES                                                                     | 1   |
| 445  | 0020015 |      | ABS SYSTEM                                                                       | 1   |
| 446  | 0755450 |      | PIERCE MFG BODY                                                                  | 1   |

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between CONRAD FIRE EQUIPMENT, INC ("Company"), and LIBERTY FIRE DEPARTMENT ("Customer") is effective as of the date specified in Section 3 hereof.

### I. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company transfers physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications as set forth in the Company Proposal; unless Company receives a Notice of Non-Conformance within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. **Term of Agreement.** This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. **Purchase and Payment.** The Customer agrees to purchase the Product pursuant to the terms as specified on Exhibit A for the total purchase price of \$ 1,028,276.89 ("Purchase Price"). Prices are in U.S. funds.

5. **Future Changes.** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. **Agreement Changes.** The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. **Cancellation/Termination.** In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. **Delivery, Inspection and Acceptance.** (a) **Delivery.** Delivery of the Product is scheduled to be within 13 months of the Effective Date of this Agreement. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery.

(b) **Inspection and Acceptance.** Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications as set forth in the Company Proposal, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to

evaluate such non-conformance ("Notice of Non-Conformance"). Any Product not in substantial conformance to material Specifications of the Proposal shall be remedied by Company within thirty (30) days from the Notice of Non-Conformance. In the event Company does not receive a Notice of Non-Conformance within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications of the Proposal and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company:

Conrad Fire Equipment, Inc.  
19922 W. 162nd Street  
Olathe, Kansas 66062

Customer:

LIBERTY FIRE DEPARTMENT  
200 W. Mississippi St.  
Liberty, MO 64068

10. Standard Warranty. Any express or implied manufacturer warranties are made a part hereof and the warranties attached hereto as Exhibit B extend fully to the Customer and are further assigned to the LIBERTY FIRE DEPARTMENT. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE BY COMPANY ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless otherwise stated herein or it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: \_Conrad Fire Equipment, Inc.\_

Name: KARL SCHULTE

Signature: [Handwritten Signature]

Title: VP-SALES

Date: 4-16-25

CUSTOMER: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
**PURCHASE DETAIL FORM**  
Company

Date: 4/15/2025

Customer Assignee: LIBERTY FIRE DEPARTMENT

| Quantity | Chassis Type | Body Type | Price per Unit  |
|----------|--------------|-----------|-----------------|
| 1        | PIERCE SABER | PUMPER    | \$ 1,028,276.89 |
|          |              |           | \$              |
|          |              |           | \$              |
|          |              |           | \$              |

Warranty Period:

ALL STANDARD PIERCE WARRANTIES ARE LISTED IN THE PROPOSAL DOCUMENT.

Training Requirements:

BASIC ORIENTATION TRAINING WILL BE PROVIDED BY CONRAD FIRE EQUIP.

Trade-in Credit:

N/A

Pre-payment discount:

PRE-PAYMENT DISCOUNT AVAILABLE UPON REQUEST.

Payment Terms:

FULL PAYMENT WILL BE MADE AT TIME OF PRODUCT DELIVERY AND \$1,028,276.89 WILL BE DUE AT THAT TIME.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of KANSAS.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS BETWEEN COMPANY AND CUSTOMER, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B  
**WARRANTY**

ALL WARRANTIES HAVE BEEN SUPPLIED TO THE CUSTOMER AND THE  
WITHIN THE PROPOSAL DOCUMENT REFERENCED IN EXHIBIT C.

LIBERTY FIRE DEPARTMENT

**EXHIBIT C  
COMPANY PROPOSAL**

ONE OR MORE PIERCE **SABER PUMPER** AS SPECIFIED IN THE PIERCE MANUFACTURING  
PROPOSAL, BID NO. 546 , DATED 4/15/25 .





# Option List

4/15/2025

**Customer:** Liberty Missouri Fire Department  
**Representative:** Schultz, Karl  
**Organization:** Conrad Fire Equipment  
**Requirements Manager:**  
**Description:** Liberty order #2  
**Body:** Pumper, Long, Aluminum, 2nd Gen, Saber  
**Chassis:** Saber FR Chassis, BMP Only

**Bid Number:** 546  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 04/25/2025  
**Stock Number:**  
**Price Level:** 51 (Current: 51)  
**Lane:**

| Line | Option  | Type | Option Description                                                            | Qty |
|------|---------|------|-------------------------------------------------------------------------------|-----|
| 1    | 0074080 |      | Build-to-Order, Pierce Florida Product - 2nd Gen Pumper                       | 1   |
| 2    | 0010012 |      | No Boiler Plates requested                                                    | 1   |
| 3    | 0661794 |      | Single Source Compliance                                                      | 1   |
| 4    | 0584455 |      | Manufacture Location, Bradenton, Florida                                      | 1   |
| 5    | 0584453 |      | RFP Location: Bradenton, Florida                                              | 1   |
| 6    | 0588609 |      | Vehicle Destination, US                                                       | 1   |
| 7    | 0829495 | SP   | DAS Truck                                                                     | 1   |
|      |         |      | Fill in Blank - *Saber DAS-3 base proposal*                                   |     |
|      |         |      | *Conrad unit for Liberty, MO*                                                 |     |
|      |         |      | booked with 446 options / 3 SPs                                               |     |
| 8    | 0816491 |      | Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions               | 1   |
| 9    | 0533347 |      | Pumper/Pumper with Aerial Device Fire Apparatus                               | 1   |
| 10   | 0588611 |      | Vehicle Certification, Pumper                                                 | 1   |
| 11   | 0568412 |      | Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD             | 1   |
| 12   | 0537375 |      | Unit of Measure, US Gallons                                                   | 1   |
| 13   | 0529326 |      | 10%, Pierce Built Chassis                                                     | 1   |
| 14   | 0816569 |      | P-Bond, Not Requested, PPI                                                    | 1   |
| 15   | 0000007 |      | Approval Drawing                                                              | 1   |
| 16   | 0002928 |      | Electrical Diagrams                                                           | 1   |
| 17   | 0816080 |      | Saber FR Chassis                                                              | 1   |
| 18   | 0629024 |      | Chassis Discount, Saber FR                                                    | 1   |
| 19   | 0000110 |      | Wheelbase                                                                     | 1   |
|      |         |      | Wheelbase - 194"                                                              |     |
| 20   | 0000070 |      | GVW Rating                                                                    | 1   |
|      |         |      | GVW rating - 44000                                                            |     |
| 21   | 0729280 |      | Frame Rails, 13.38 x 3.50 x .375, Enforcer                                    | 1   |
| 22   | 0889469 |      | Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal       | 1   |
| 23   | 0807050 |      | Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Saber FR, BMP/STK/Maxi ONLY | 1   |
| 24   | 0030264 |      | Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Enf/SFR                   | 1   |
| 25   | 0087572 |      | Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf                         | 1   |
| 26   | 0000322 |      | Oil Seals, Front Axle                                                         | 1   |
| 27   | 0899438 |      | Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply                   | 1   |
| 28   | 0019611 |      | Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot                    | 1   |
| 29   | 0641555 |      | Axle, Rear, Dana S23-190, 24,000 lb, Saber/Enforcer                           | 1   |
| 30   | 0544253 |      | Top Speed of Vehicle, 68 MPH /109 KPH                                         | 1   |
| 31   | 0565379 |      | Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer                | 1   |
| 32   | 0000485 |      | Oil Seals, Rear Axle                                                          | 1   |
| 33   | 0782552 |      | Tires, Rear, Goodyear, Endurance RSA, 12R22.50, LRH, Single                   | 1   |
| 34   | 0019625 |      | Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single              | 1   |
| 35   | 0568081 |      | Tire Balancing, Counteract Beads                                              | 1   |
| 36   | 0620570 |      | Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle       | 1   |
|      |         |      | Qty, Tire Pressure Ind - 6                                                    |     |
| 37   | 0801932 |      | Lug Nut, Covers, Stainless Steel                                              | 1   |
| 38   | 0003245 |      | Axle Hub Covers w/center hole, S/S, Front Axle                                | 1   |
| 39   | 0531133 |      | Axle Hub Covers, Rear, S/S, High Hat, Real Wheel (Pair)                       | 1   |
| 40   | 0002045 |      | Mud Flap, Front and Rear, Pierce Logo                                         | 1   |
| 41   | 0617577 |      | Chocks, Wheel, Worden HWG- SB, Super Gripper                                  | 1   |
|      |         |      | Qty, Pair - 01                                                                |     |
| 42   | 0646364 |      | Mounting Brackets, Chocks, Worden Safety, Model U815T                         | 1   |
|      |         |      | Location, Wheel chock - one ahead and behind driver side rear axle            |     |
|      |         |      | Qty, Pair - 01                                                                |     |

| Line | Option  | Type | Option Description                                                               | Qty |
|------|---------|------|----------------------------------------------------------------------------------|-----|
| 43   | 0820509 |      | ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC                  | 1   |
| 44   | 0030185 |      | Brakes, Knorr/Bendix 17", Disc, Front, TAK-4                                     | 1   |
| 45   | 0581433 |      | Brakes, Bendix, Cam, Rear, 16.50 x 7.00"                                         | 1   |
| 46   | 0735527 |      | Air Compressor, Brake, Wabco 26.8 CI, Paccar                                     | 1   |
| 47   | 0644232 |      | Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer           | 1   |
|      |         |      | Paint Color, Air Tanks - Frame color                                             |     |
| 48   | 0568012 |      | Air Dryer, Wabco System Saver 1200, Heater, 2010                                 | 1   |
| 49   | 0000790 |      | Brake Lines, Nylon                                                               | 1   |
| 50   | 0000854 |      | Air Inlet, w/Disconnect Coupling                                                 | 1   |
|      |         |      | Location, Air Coupling(s) - a) DS Step Well, Forward                             |     |
|      |         |      | Qty, Air Coupling (s) - 1                                                        |     |
| 51   | 0811018 | SP   | Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2024, SFR/Enforcer, BMP/HDR/STK | 1   |
| 52   | 0811409 |      | Not Required, Engine Contingency Adjustment                                      | 1   |
| 53   | 0001244 |      | High Idle w/Electronic Engine, Custom                                            | 1   |
| 54   | 0735687 |      | Engine Brake, Fully Integrated, Paccar MX13 Engine                               | 1   |
|      |         |      | Switch, Engine Brake - MX13                                                      |     |
| 55   | 0644227 |      | Clutch, Fan, Air Actuated, Saber FR/Enforcer                                     | 1   |
| 56   | 0644573 |      | Air Intake, Water & Ember Screen, Saber FR/Enforcer                              | 1   |
| 57   | 0814375 |      | Exhaust System, Horizontal, Right Side                                           | 1   |
|      |         |      | Exhaust, Diffuser - Aluminized Steel (Standard)                                  |     |
|      |         |      | Exhaust, Material/Finish - Aluminized Steel (Standard)                           |     |
|      |         |      | Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)                  |     |
|      |         |      | Tip, Exhaust - Straight Tip (Standard)                                           |     |
| 58   | 0788765 |      | Radiator, Saber FR/Enforcer                                                      | 1   |
| 59   | 0001090 |      | Cooling Hoses, Rubber                                                            | 1   |
| 60   | 0001125 |      | Fuel Tank, 65 Gallon, Left Side Fill                                             | 1   |
| 61   | 0001129 |      | Lines, Fuel                                                                      | 1   |
| 62   | 0889521 |      | DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF   | 1   |
|      |         |      | Door, Material & Finish, DEF Tank - Polished Stainless                           |     |
| 63   | 0552793 |      | Not Required, Fuel Priming Pump                                                  | 1   |
| 64   | 0552712 |      | Not Required, Shutoff Valve, Fuel Line                                           | 1   |
| 65   | 0699437 |      | Cooler, Chassis Fuel, Not Req'd.                                                 | 1   |
| 66   | 0690880 |      | No Selection Required From This Category                                         | 1   |
| 67   | 0887546 |      | Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf               | 1   |
| 68   | 0625331 |      | Transmission, Shifter, 6-Spd, Push Button, 4000 EVS                              | 1   |
| 69   | 0684459 |      | Transmission Oil Cooler, Modine, External                                        | 1   |
| 70   | 0001375 |      | Driveline, Spicer 1810                                                           | 1   |
| 71   | 0734211 |      | Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar             | 1   |
| 72   | 0605356 |      | Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer                      | 1   |
| 73   | 0690274 |      | Logo and Emblem on Dash                                                          | 1   |
|      |         |      | Text, Row (1) One - Wheeling                                                     |     |
|      |         |      | Text, Row (2) Two - Fire                                                         |     |
|      |         |      | Text, Row (3) Three - Department                                                 |     |
| 74   | 0606299 |      | Bumper, 26" Extended, Under Slung, Painted, Recessed Xlays/Trays, 12" H, SFR/Enf | 1   |
| 75   | 0614646 |      | No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf                                     | 1   |
| 76   | 0002270 |      | Tow Hooks, Chrome                                                                | 1   |
| 77   | 0624707 |      | Tray, 3/4 Width, 26" Bumper, Under Slung Design, 12" H Bumper, AXT/DCF/SFR/Enf   | 1   |
|      |         |      | Capacity, Hose Tray - TBD                                                        |     |
|      |         |      | Grating, Bumper extension - Grating, Aluminum                                    |     |
| 78   | 0613272 |      | Cover, 8.5" Raised Alum Treadplate, 3/4 Width Cover, Butterfly Latch, Q2B Clear  | 1   |
| 79   | 0632360 |      | 7010 Saber Cab                                                                   | 1   |
| 80   | 0747442 |      | Engine Tunnel, X12, MX13, Spray Insulation, Enforcer                             | 1   |
| 81   | 0887601 |      | Cab Insulation, Enforcer/Saber FR                                                | 1   |
| 82   | 0633594 |      | Rear Wall, Interior, Adjustable Seating                                          | 1   |
| 83   | 0632103 |      | Rear Wall, Exterior, Cab, Saber FR/Enforcer                                      | 1   |
|      |         |      | Material, Exterior Rear Wall - Aluminum Treadplate                               |     |
| 84   | 0644201 |      | Cab Lift, Elec/Hyd, Saber FR/Enforcer                                            | 1   |
| 85   | 0698450 |      | Recess Cab Lift Controls, In Passengers Side Pump Panel, S/S Door                | 1   |
|      |         |      | Location - passenger side pump panel                                             |     |
| 86   | 0636939 |      | Grille, Polished Stainless Steel, Front of Cab, Saber FR                         | 1   |

| Line | Option  | Type | Option Description                                                                  | Qty |
|------|---------|------|-------------------------------------------------------------------------------------|-----|
| 87   | 0647932 |      | Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer                   | 1   |
| 88   | 0087357 |      | Molding, Chrome on Side of Cab                                                      | 1   |
| 89   | 0521669 |      | Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex                   | 1   |
| 90   | 0648170 |      | Half Height Door                                                                    | 1   |
|      |         |      | Key Model, Cab Doors - 751                                                          |     |
|      |         |      | Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black                            |     |
| 91   | 0655543 |      | Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab                      | 1   |
| 92   | 0630636 |      | Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer       | 1   |
| 93   | 0638310 |      | Steps, 4-Door Cab, Saber FR/Enforcer                                                | 1   |
|      |         |      | Step Well Material - Aluminum Treadplate                                            |     |
| 94   | 0770194 |      | Handrail, Exterior, Knurled, Alum, 4-Door Cab                                       | 1   |
| 95   | 0892638 |      | Lights, Cab & Crw Cab Acc Stps, P25, LED w/Bezel, 6lts                              | 1   |
|      |         |      | Color, Trim - Chrome Housing                                                        |     |
| 96   | 0583698 |      | Fenders, S/S on cab, Extra Wide, Saber/Enf                                          | 1   |
| 97   | 0673394 |      | Handrail, Extra - 15-20" Long                                                       | 2   |
|      |         |      | Location - back of cab to assist accessing the crosslays, one each side of cab      |     |
|      |         |      | Qty, - 02                                                                           |     |
| 98   | 0042105 |      | No Windows, Side of Crew Cab                                                        | 1   |
| 99   | 0012090 |      | Not Required, Windows, Front/Side of raised roof                                    | 1   |
| 100  | 0779033 |      | Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer                           | 1   |
| 101  | 0809780 |      | Compt, 16.50 W x 16 LS/25.50 RS H x 15 D, Ea Side C/C, Dbl Pan, DEF, 70" Enf        | 1   |
|      |         |      | Light, Aux Cab Compartments - Pierce, Both Sides                                    |     |
|      |         |      | Finish, Cab Compt/Component - Cab Interior                                          |     |
|      |         |      | Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking                           |     |
|      |         |      | Door, Exterior Stop - 2-Web Strap                                                   |     |
| 102  | 0722796 |      | Dash, Poly, Saber FR/Enforcer                                                       | 1   |
| 103  | 0634206 |      | Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer               | 1   |
|      |         |      | Mounting Provision Spacing - .75"                                                   |     |
|      |         |      | Material Finish, Cab Interior - Painted                                             |     |
| 104  | 0750824 |      | Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE                              | 1   |
|      |         |      | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray                       |     |
|      |         |      | Engine Tunnel Cover - Dark Silver Gray Endure Vinyl                                 |     |
|      |         |      | Cab Interior Rear Wall Material - Painted Aluminum                                  |     |
| 105  | 0753903 |      | Cab Interior, Paint Color, Saber FR/Enforcer                                        | 1   |
|      |         |      | Color, Cab Interior Paint - d) red                                                  |     |
| 106  | 0052100 |      | Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer                                | 1   |
| 107  | 0741237 |      | HVAC, Standard-Duty, Saber FR, CARE                                                 | 1   |
|      |         |      | HVAC System, Filter Access - Removable Panel                                        |     |
|      |         |      | Auxiliary Cab Heater - Both                                                         |     |
|      |         |      | HVAC System, Control Loc. - Panel Position #12                                      |     |
| 108  | 0639675 |      | Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf                                      | 1   |
|      |         |      | Sun Visor Retention - Thumb Latch                                                   |     |
| 109  | 0634328 |      | Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer                      | 1   |
| 110  | 0583938 |      | Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim                   | 1   |
|      |         |      | Qty, - 01                                                                           |     |
| 111  | 0631830 |      | Fluid Check Access, Saber FR/Enforcer, Arrow XT                                     | 1   |
|      |         |      | Latch, Door, Storage - Lift and Turn Latch, Flush                                   |     |
| 112  | 0583042 |      | Side Roll and Frontal Impact Protection                                             | 1   |
| 113  | 0622619 |      | Seating Capacity, 4 Belted Seats                                                    | 1   |
| 114  | 0636955 |      | Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf             | 1   |
| 115  | 0632926 |      | Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, PRIMARY, SFR/Enf                 | 1   |
| 116  | 0002517 |      | Not Required, Radio Compartment                                                     | 1   |
| 117  | 0754654 |      | Cabinet, Rear Facing, LS, 23 W x 34 H x 26.75 D, Roll, Ext Acc, SFR/Enf             | 1   |
|      |         |      | Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side |     |
|      |         |      | Scuffplate, Material/Finish - S/S, Polished                                         |     |
|      |         |      | Material Finish, Shelf - Painted - Cab Interior                                     |     |
|      |         |      | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip                    |     |
|      |         |      | Door, Cab Exterior Cabinet - Double Pan, Non-Locking                                |     |
|      |         |      | Door, Exterior Stop - Web Strap                                                     |     |
|      |         |      | Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751                  |     |
|      |         |      | Louvers, Cabinet - 0-No Louvers                                                     |     |

| Line | Option  | Type | Option Description                                                                  | Qty |
|------|---------|------|-------------------------------------------------------------------------------------|-----|
| 118  | 0102783 |      | Not Required, Seat, Rr Facing C/C, Center                                           | 1   |
| 119  | 0767417 |      | Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Roll, Ext Acc, SFR/Enf             | 1   |
|      |         |      | Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side |     |
|      |         |      | Scuffplate, Material/Finish - S/S, Polished                                         |     |
|      |         |      | Material Finish, Shelf - Painted - Cab Interior                                     |     |
|      |         |      | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip                    |     |
|      |         |      | Door, Cab Exterior Cabinet - Double Pan, Non-Locking                                |     |
|      |         |      | Door, Exterior Stop - Bumper                                                        |     |
|      |         |      | Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking                   |     |
|      |         |      | Louvers, Cabinet - 0-No Louvers                                                     |     |
| 120  | 0108189 |      | Not Required, Seat, Forward Facing C/C, LS Outboard                                 | 1   |
| 121  | 0604650 |      | Seat, Fwd Fcong C/C, Ctr, (2) Pierce PSV, SCBA, 17" Btm, Safety,SECONDARY,SFR/Enf   | 1   |
| 122  | 0108190 |      | Not Required, Seat, Forward Facing C/C, RS Outboard                                 | 1   |
| 123  | 0766467 |      | Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE                                | 4   |
|      |         |      | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray                       |     |
|      |         |      | Qty, - 04                                                                           |     |
| 124  | 0543991 |      | Bracket, Air Bottle, Hands-Free II, Cab Seats                                       | 3   |
|      |         |      | Qty, - 03                                                                           |     |
| 125  | 0603866 |      | Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer                            | 1   |
|      |         |      | Seat Belt Color - Orange                                                            |     |
| 126  | 0817557 |      | Helmet Storage, Provided by Fire Department, NFPA/ULC 2024                          | 1   |
| 127  | 0647647 |      | Lights, Dome, FRP Dual LED 4 Lts                                                    | 1   |
|      |         |      | Color, Dome Lt - Red & White                                                        |     |
|      |         |      | Color, Dome Lt Bzl - Black                                                          |     |
|      |         |      | Control, Dome Lt White - Door Switches and Lens Switch                              |     |
|      |         |      | Control, Dome Lt Color - Lens Switch                                                |     |
| 128  | 0816997 |      | Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024                           | 1   |
| 129  | 0644187 |      | Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer                      | 1   |
|      |         |      | Emergency Switching - Individual Switches                                           |     |
| 130  | 0002544 |      | Air Restriction Indicator - Pierce Chassis                                          | 1   |
| 131  | 0543751 |      | Light, Do Not Move Apparatus                                                        | 1   |
|      |         |      | Alarm, Do Not Move Truck - Pulsing Alarm                                            |     |
| 132  | 0621756 |      | Lights, Door Open Indicator Truck-Lite 30286 2", Enf/Saber FR 2Lts, Red             | 1   |
| 133  | 0754774 |      | Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber                   | 1   |
| 134  | 0802940 |      | Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer                         | 1   |
|      |         |      | Location, Wiper Control - Standard Location                                         |     |
| 135  | 0820894 |      | NFPA 2024                                                                           | 1   |
|      |         |      | Location, Wiring - Switch panel #14                                                 |     |
|      |         |      | 12vdc power from - Battery direct                                                   |     |
|      |         |      | Wire termination - 15 amp power point plug                                          |     |
| 136  | 0821192 |      | DO NOT TURN ON BATT DIR FEATURES!!                                                  | 4   |
|      |         |      | Qty, - 04                                                                           |     |
|      |         |      | 12vdc power from - Battery saver                                                    |     |
|      |         |      | Wire termination - Butt Splice                                                      |     |
|      |         |      | Location, Spare Wiring - TBD                                                        |     |
| 137  | 0821191 |      | NFPA 2024                                                                           | 1   |
|      |         |      | Location, Wiring - Behind Officer Seat                                              |     |
|      |         |      | 12vdc power from - Battery direct                                                   |     |
|      |         |      | Wire termination - 10-Place Bus Bar w/Cover                                         |     |
| 138  | 0821473 |      | Wiring, Spare, 4.8 A 12V DC, USB Term Batt Dir 1st NFPA1900/ULC                     | 1   |
|      |         |      | Qty, - 01                                                                           |     |
|      |         |      | 12vdc power from - Battery direct                                                   |     |
|      |         |      | Location - switch panel #14                                                         |     |
| 139  | 0763646 |      | Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf                      | 1   |
|      |         |      | System Of Measurement - US Customary                                                |     |
| 140  | 0734854 |      | Collision Mitigation, Not Requested                                                 | 1   |
| 141  | 0610240 |      | Vehicle Data Recorder w/Seat Belt Monitor                                           | 1   |
| 142  | 0601948 |      | Intercom, Firecom 5100D Single Radio, 1 Wireless Base, V2, (O,2C,Wired)             | 1   |
|      |         |      | Location - TBD                                                                      |     |
|      |         |      | Location, Intercom, C Cab - 2) 2 forward facing seats                               |     |
| 143  | 0006240 |      | Cable, Radio to Intercom Interface, Firecom, 1 Radio                                | 1   |
|      |         |      | Radio, First Two-Way Make - Motorola High Power                                     |     |

| Line | Option  | Type | Option Description                                                           | Qty |
|------|---------|------|------------------------------------------------------------------------------|-----|
| 143  |         |      | Radio, First, Two-Way Model - Motorola APX 7500 HP                           |     |
| 144  | 0681413 |      | Headset, Firecom, FH-51 Over Head, Radio Transmit                            | 1   |
|      |         |      | Qty, - 01                                                                    |     |
|      |         |      | Location, Headset - Officer Seat                                             |     |
| 145  | 0601984 |      | Headset, Firecom, Wireless, FHW-505 Over The Head, Radio Transmit            | 1   |
|      |         |      | Qty, - 01                                                                    |     |
|      |         |      | Location - Driver                                                            |     |
| 146  | 0681396 |      | Headset, Firecom, FH-52 Over Head, Intercom Only                             | 2   |
|      |         |      | Qty, - 02                                                                    |     |
|      |         |      | Location, Headset - DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng         |     |
|      |         |      | Seat                                                                         |     |
| 147  | 0696439 |      | Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area         | 2   |
|      |         |      | Qty, - 02                                                                    |     |
|      |         |      | Location, Antenna Mount - Left And Right Side                                |     |
| 148  | 0808099 |      | Camera, Pierce, 7" HD, R, Camera, AHD                                        | 1   |
|      |         |      | Color - 1) black                                                             |     |
|      |         |      | Location, Camera Monitor - Driver Side Dash                                  |     |
| 149  | 0814831 |      | Not Required, Camera Switcher                                                | 1   |
| 150  | 0523921 |      | Recess, Rear Vision Camera                                                   | 1   |
|      |         |      | Location, Camera, Recessed - Center Rear                                     |     |
| 151  | 0624249 |      | Electrical Power/Signal Protection & Control, Saber FR                       | 1   |
| 152  | 0624260 |      | Hard Wired Electrical System                                                 | 1   |
| 153  | 0079211 |      | Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud             | 1   |
| 154  | 0008621 |      | Battery System, Single Start, All Custom Chassis                             | 1   |
| 155  | 0002698 |      | Battery Compartment, Saber/Enforcer                                          | 1   |
| 156  | 0812586 |      | Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp                     | 1   |
| 157  | 0814869 |      | Location, Cab, Charger, Behind Driver Seat                                   | 1   |
| 158  | 0813791 |      | Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir                        | 1   |
| 159  | 0814939 |      | Location, Cab, Ind/Remote, Driver's Seat Riser                               | 1   |
| 160  | 0016857 |      | Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super               | 1   |
|      |         |      | Qty, - 01                                                                    |     |
|      |         |      | Color, Kussmaul Cover - b) red                                               |     |
|      |         |      | Shoreline Connection - Battery Charger                                       |     |
| 161  | 0026800 |      | Shoreline Location                                                           | 1   |
|      |         |      | Location, Shoreline(s) - DS Cab Side                                         |     |
| 162  | 0647729 |      | Alternator, 320 amp, Delco Remy 40Si                                         | 1   |
| 163  | 0644176 |      | Load Manager, Integrated In Electrical System, Saber FR/Enforcer             | 1   |
| 164  | 0783153 |      | Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel                 | 1   |
|      |         |      | Color, Headlight Bez - Chrome Bezel                                          |     |
| 165  | 0802935 |      | Light, Directional, Wln M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf        | 1   |
|      |         |      | Color, Lens, LED's - Match                                                   |     |
|      |         |      | Color, Q Bezel and Trim - Polished Chrome                                    |     |
|      |         |      | Flash Pattern, Directional Lts - Steady On (Arrow)                           |     |
| 166  | 0620054 |      | Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts        | 1   |
| 167  | 0735474 |      | Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer         | 1   |
|      |         |      | Light Guard - No Guards                                                      |     |
| 168  | 0647899 |      | Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf | 1   |
| 169  | 0627282 |      | Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts                | 1   |
| 170  | 0804514 |      | Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg        | 1   |
|      |         |      | Color, Lens, LED's - Match                                                   |     |
|      |         |      | Flash Pattern, Directional Lts - Steady On (Arrow)                           |     |
| 171  | 0806466 |      | Lights, Backup, Wln M62BU, LED, For Tail Lt Housing                          | 1   |
| 172  | 0889577 |      | Bracket, License Plate & Light, P25 LED, Stainless Brkt                      | 1   |
|      |         |      | Color, Trim - Chrome Housing                                                 |     |
| 173  | 0556842 |      | Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights                 | 1   |
| 174  | 0589905 |      | Alarm, Back-up Warning, PRECO 1040                                           | 1   |
| 175  | 0769569 |      | Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr                           | 1   |
| 176  | 0769572 |      | Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts                   | 1   |
| 177  | 0770056 |      | Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step              | 1   |
|      |         |      | Control, Perimeter Lts - DS Switch Panel, PS Switch Panel and Parking        |     |
|      |         |      | Brake Applied                                                                |     |
| 178  | 0556360 |      | Lights, Step, P25 LED 4lts, Pump Pnl Sw                                      | 1   |

| Line | Option  | Type | Option Description                                                                                                                                                                                                                              | Qty |
|------|---------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 179  | 0748973 |      | Light, Roof Mt, Wln S72M**, 72" Cnt Feature, Mkr Lts Not Activated<br>Color, Wln Lt Housing - Black Paint<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw<br>Panel PS                                                      | 1   |
| 180  | 0763608 |      | Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd<br>Location - PS front and rear body<br>Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw<br>Panel PS                            | 2   |
| 181  | 0766906 |      | Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st<br>Location - rear body high each side<br>Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw<br>Panel PS and Body Switch, DS Rear SS | 2   |
| 182  | 0763610 |      | Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st<br>Location - DS front and rear body<br>Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw<br>Panel PS                            | 2   |
| 183  | 0645877 |      | Lights, Hose Bed, Sides, Dual LED Light Strips<br>Control, Hose Bed Lts - Cup Switch At Rear                                                                                                                                                    | 1   |
| 184  | 0645820 |      | Light, Front Of Hose Bed, 63" LED Light Strips<br>Qty, - 01<br>Control, Hose Bed Lts - With Other Hosebed Lts                                                                                                                                   | 1   |
| 185  | 0645677 |      | Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body                                                                                                                                                                               | 1   |
| 186  | 0709438 |      | Lights, Walk Surf, FRP Flood, LED                                                                                                                                                                                                               | 1   |
| 187  | 0802858 |      | Pumper, Long, Aluminum, 2nd Gen, Saber                                                                                                                                                                                                          | 1   |
| 188  | 0632361 |      | No Additional Florida Discount - w/Saber FR Chassis                                                                                                                                                                                             | 1   |
| 189  | 0554271 |      | Body Skirt Height, 20"                                                                                                                                                                                                                          | 1   |
| 190  | 0063308 |      | Tank, Water, 500 Gallon, Poly, Long, New York Style                                                                                                                                                                                             | 1   |
| 191  | 0003405 |      | Overflow, 4.00" Water Tank, Poly                                                                                                                                                                                                                | 1   |
| 192  | 0028107 |      | Not Required, Foam Cell Modification                                                                                                                                                                                                            | 1   |
| 193  | 0633066 |      | Sleeve, Through Tank<br>Qty, Sleeve - 1<br>Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing                                                                                                                                        | 1   |
| 194  | 0553725 |      | Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export                                                                                                                                                                            | 1   |
| 195  | 0003429 |      | Not Required, Direct Tank Fill                                                                                                                                                                                                                  | 1   |
| 196  | 0003424 |      | Not Required, Dump Valve                                                                                                                                                                                                                        | 1   |
| 197  | 0048710 |      | Not Required, Jet Assist                                                                                                                                                                                                                        | 1   |
| 198  | 0030007 |      | Not Required, Dump Valve Chute                                                                                                                                                                                                                  | 1   |
| 199  | 0514778 |      | Not Required, Switch, Tank Dump Master                                                                                                                                                                                                          | 1   |
| 200  | 0709973 |      | New York Style Hose bed<br>Material Trim/Scuffplate - b) S/S, Brushed<br>Finish, Inside of Hose Bed - Unpainted - DA Finish<br>Finish, Inside of Cargo Area - Unpainted - DA Finish                                                             | 1   |
| 201  | 0723549 |      | Painted Hose Bed<br>Paint Color, Hose Bed Interior - Match Lower Body                                                                                                                                                                           | 1   |
| 202  | 0003481 |      | Hose Bed Capacity, Special<br>Capacity, Hosebed - 300' 1.75"<br>1000' 4"<br>300' 2.5"                                                                                                                                                           | 1   |
| 203  | 0083488 |      | Divider, Hose Bed, .25" Unpainted<br>Qty, Hosebed Dividers - 2                                                                                                                                                                                  | 2   |
| 204  | 0815195 |      | Cover, Hose Bed, Alum Treadplate, Bolted T-Bar                                                                                                                                                                                                  | 1   |
| 205  | 0807336 |      | Hose Restraint, Hose Bed, Vinyl, Rear, Separate From Top<br>Color, Vinyl Cover - c) black<br>Vinyl Flap Weight - Lead Shot Weighted                                                                                                             | 1   |

| Line | Option  | Type | Option Description                                                                                                                                          | Qty |
|------|---------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 205  |         |      | Fastener, Rear Restraint, Top - Lift-A-Dot                                                                                                                  |     |
|      |         |      | Fastener, Rear Restraint, Bottom - Seat Belt Buckle (hinged)                                                                                                |     |
| 206  | 0013512 |      | Running Boards, 12.75" Deep                                                                                                                                 | 1   |
| 207  | 0689497 |      | Tailboard, 24" & 8" Deep, T-Shaped, Angled Corners                                                                                                          | 1   |
| 208  | 0818176 |      | Wall, Rear, Smooth Aluminum/Body Material, 16" Inset                                                                                                        | 1   |
|      |         |      | Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate                                                                                         |     |
| 209  | 0889214 |      | Tow Eyes, w/Tow Bar, 2G Pumper                                                                                                                              | 1   |
| 210  | 0590926 |      | Hose Restraint, Running Board, Velcro Straps                                                                                                                | 2   |
|      |         |      | Location, Hose Tray, Running Board - a) both sides                                                                                                          |     |
|      |         |      | Qty, Tray, Hose - 2                                                                                                                                         |     |
| 211  | 0024110 |      | Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose                                                                                                   | 2   |
|      |         |      | Location, Hose Tray, Running Board - a) both sides                                                                                                          |     |
|      |         |      | Qty, Tray, Hose - 2                                                                                                                                         |     |
| 212  | 0895820 |      | Construction, Compt, Alum, 2G Pumper                                                                                                                        | 1   |
| 213  | 0083674 |      | 161" Lap FH/FD Front & Rear                                                                                                                                 | 1   |
| 214  | 0812781 |      | RS 161" Lap, Full Height & Depth Front & Rear, Built Into Body                                                                                              | 1   |
| 215  | 0063911 |      | Doors, Lap w/ "D" Handles - Side Compartments                                                                                                               | 1   |
| 216  | 0013671 |      | 30.75" FF Rollup Rear Compt                                                                                                                                 | 1   |
| 217  | 0594003 |      | Door, Amdor, Rollup, Rear Compartment                                                                                                                       | 1   |
|      |         |      | Color, Roll-up Door - AMDOR Satin Aluminum                                                                                                                  |     |
|      |         |      | Latch, Roll-up Door - Non-Locking Liftbar                                                                                                                   |     |
| 218  | 0554995 |      | No Body Modification Required                                                                                                                               | 1   |
| 219  | 0625184 |      | Guard, Drip Pan, S/S, Rollup Door, Pumper                                                                                                                   | 6   |
|      |         |      | Qty, Door Accessory - 06                                                                                                                                    |     |
|      |         |      | Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2 and RS3                                                                                             |     |
| 220  | 0768509 |      | Lights, Compt, Amdor AY-LB-12HW0** LED, Dual Lt Strip                                                                                                       | 7   |
|      |         |      | Qty, - 07                                                                                                                                                   |     |
| 221  | 0739915 |      | Hatch, (2) Liftup, Pumper                                                                                                                                   | 2   |
|      |         |      | Location, Hatch Compt - Both Sides                                                                                                                          |     |
|      |         |      | Qty, Hatch Compt - 2                                                                                                                                        |     |
|      |         |      | Trim, Body/Hatch Compt Seam, Horizontal - Molding                                                                                                           |     |
|      |         |      | Hatch Compt, Width - 28"                                                                                                                                    |     |
|      |         |      | Latch, Hatch Compt - Lever Latch                                                                                                                            |     |
|      |         |      | Matting, Floor, Hatch Compt - Dri-Deck - Black                                                                                                              |     |
| 222  | 0730092 |      | Not Required                                                                                                                                                | 1   |
| 223  | 0733240 |      | Lights, Hatch Compt, Amdor AY-9220-42, LED, Light Strips, 2-Sides 4 Dr                                                                                      | 1   |
| 224  | 0687146 |      | Shelf Tracks, Painted                                                                                                                                       | 6   |
|      |         |      | Qty, Shelf Track - 06                                                                                                                                       |     |
|      |         |      | Location, Shelf Track - LS1, LS2, LS3, RS1, RS2 and B1                                                                                                      |     |
| 225  | 0600350 |      | 500 lb Adjustable Shelf                                                                                                                                     | 6   |
|      |         |      | Qty, Shelf - 06                                                                                                                                             |     |
|      |         |      | Material Finish, Shelf - Painted - Spatter Gray                                                                                                             |     |
|      |         |      | Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Transition Point, RS3-Transition Point, RS2-Centered, LS2-Centered and LS3-Transition Point |     |
| 226  | 0709689 |      | Tray, 500 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations                                                                                        | 4   |
|      |         |      | Qty, Tray (slide-out) - 04                                                                                                                                  |     |
|      |         |      | Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date                                                                          |     |
|      |         |      | Material Finish, Tray - Painted - Spatter Gray                                                                                                              |     |
| 227  | 0647091 |      | Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides                                                                                                          | 4   |
|      |         |      | Qty, - 04                                                                                                                                                   |     |
|      |         |      | Location, Tray Slide-Out, Floor Mounted - RS1 and LS1                                                                                                       |     |
|      |         |      | Material Finish, Tray - Painted - Spatter Gray                                                                                                              |     |
| 228  | 0567369 |      | Toolboard, Slide-out, Alum, .188", No Holes                                                                                                                 | 5   |
|      |         |      | location - TBD                                                                                                                                              |     |
|      |         |      | Qty - 5                                                                                                                                                     |     |
|      |         |      | Mounting, Toolboard - Adjustable side-side                                                                                                                  |     |
|      |         |      | Finish, Pegboard/Toolboard - Painted - Spatter Gray                                                                                                         |     |
| 229  | 0540317 |      | Toolboard, Swing-out, Alum, .188", Peg Board                                                                                                                | 2   |
|      |         |      | Qty - 2                                                                                                                                                     |     |
|      |         |      | Location, Pivot - Back                                                                                                                                      |     |
|      |         |      | Mounting, Toolboard - Adjustable Frt-back                                                                                                                   |     |
|      |         |      | Hole Diameter, Pegboard/Toolboard - .203" diameter                                                                                                          |     |

| Line | Option  | Type                         | Option Description                                                                                                                                                                                                                                                                       | Qty |
|------|---------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 229  |         |                              | Finish, Pegboard/Toolboard - Painted - Spatter Gray<br>Location, Toolboard - LS2 - Full Height/Width and RS2 - Full Height/Width                                                                                                                                                         |     |
| 230  | 0726441 | Partition,                   | Trans Rear Compt<br>Qty, Partition - 02<br>Location, Partition - c) both sides<br>Material Finish, Partition - Painted - Spatter Gray                                                                                                                                                    | 2   |
| 231  | 0004016 | Rub Rail,                    | Aluminum Extruded, Side of Body                                                                                                                                                                                                                                                          | 1   |
| 232  | 0784811 | Fender Crowns,               | Rear, Stainless, w/Removable Liner<br>Material Finish, Fender Liner - Brushed Stainless                                                                                                                                                                                                  | 1   |
| 233  | 0519849 | Not Required,                | Hose, Hard Suction                                                                                                                                                                                                                                                                       | 1   |
| 234  | 0626229 | Handrails,                   | Side Pump Panels, Per Print                                                                                                                                                                                                                                                              | 1   |
| 235  | 0004126 | Handrails,                   | Beavertail, Standard                                                                                                                                                                                                                                                                     | 1   |
| 236  | 0004136 | Handrail,                    | Rear, Above Hose Bed<br>Handrail Finish - Knurled                                                                                                                                                                                                                                        | 1   |
| 237  | 0648325 | Compt,                       | Air Bottle, Double, Tri Door, Fender Panel<br>Qty, Air Bottle Comp - 1<br>Door Finish, Fender Compt - Painted<br>Location, Fender Compt - Double - LS Rear - Fuel Combo<br>Latch, Air Bottle Compt - Southco C2 Chrome Raised<br>Insert, Air Bottle Compt - W-Shaped Insert              | 1   |
| 238  | 0657522 | Compt,                       | Air Bottle, Triple, Fender Panel<br>Qty, Air Bottle Comp - 3<br>Door Finish, Fender Compt - Painted<br>Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear<br>Latch, Air Bottle Compt - Southco C2 Chrome Raised<br>Insert, Air Bottle Compt - Rubber Matting | 3   |
| 239  | 0004225 | Ladder,                      | 24' Duo-Safety 900A 2-Section                                                                                                                                                                                                                                                            | 1   |
| 240  | 0004230 | Ladder,                      | 14' Duo-Safety 775A Roof                                                                                                                                                                                                                                                                 | 1   |
| 241  | 0812656 | Ladders Built Into Body      | RS RPH<br>Door, Material & Finish, Ladder Storage - smooth aluminum<br>Latch, Door Ladder Storage - D-Handle latch<br>Hinge Location - Inboard                                                                                                                                           | 1   |
| 242  | 0014245 | Ladder,                      | 10' Duo-Safety Folding 585A, w/Mounting<br>Location, Folding Ladder - Ladder Compartment                                                                                                                                                                                                 | 1   |
| 243  | 0733796 | Trough,                      | Folding Ladder, Ladder Storage Btwn Tank & S.Sht<br>Location, Left Side, Right Side - Right Side                                                                                                                                                                                         | 1   |
| 244  | 0588018 | Pike Pole,                   | 8' Fire Hooks Unlimited, New York Roof Hook, Fiberglass, Pry End, RH-8<br>Qty, - 01                                                                                                                                                                                                      | 1   |
| 245  | 0760175 | Tube,                        | Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage<br>Qty, Pike Poles - 1<br>Location, Left Side, Right Side - Right Side<br>Width, Notch, Pike Pole Tube - .75", Standard Notch                                                                                                   | 1   |
| 246  | 0552649 | Pike Pole,                   | 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6<br>Qty, - 01<br>Location - rear                                                                                                                                                                                        | 1   |
| 247  | 0816611 | Tube,                        | Pike Pole 6', Built Into Body Ladder Storage<br>Qty, Pike Poles - 1<br>Location, Left Side, Right Side - Right Side<br>Width, Notch, Pike Pole Tube - 1.38", NY Notch                                                                                                                    | 1   |
| 248  | 0004379 | Bell,                        | 12" Chrome w/Eagle, Mounted on Cab Corner                                                                                                                                                                                                                                                | 1   |
| 249  | 0785102 | Steps,                       | Folding, Front of Body, Cargo Bed Access, w/LED, Trident<br>Coating, Step - black<br>Location, Steps - Full Height Left and Right Side w/LED Light                                                                                                                                       | 1   |
| 250  | 0592994 | Steps,                       | Folding, Rear of Body, w/LED, Trident<br>Coating, Step - black                                                                                                                                                                                                                           | 1   |
| 251  | 0007545 | 45"                          | Control Zone Side Mount                                                                                                                                                                                                                                                                  | 1   |
| 252  | 0035500 | Raised Pump House Structure, | Side Control                                                                                                                                                                                                                                                                             | 1   |
| 253  | 0004435 | 2000 GPM CSU Waterous        |                                                                                                                                                                                                                                                                                          | 1   |
| 254  | 0004482 | Seal,                        | Mechanical, Waterous                                                                                                                                                                                                                                                                     | 1   |
| 255  | 0816447 | Trans,                       | Pump, Waterous C22 Series                                                                                                                                                                                                                                                                | 1   |
| 256  | 0635600 | Pumping Mode,                | Stationary Only                                                                                                                                                                                                                                                                          | 1   |
| 257  | 0605126 | Pump Shift,                  | Air Mnl Override, Split Shaft, Interlocked, Waterous                                                                                                                                                                                                                                     | 1   |



| Line | Option  | Type | Option Description                                                  | Qty |
|------|---------|------|---------------------------------------------------------------------|-----|
| 258  | 0003148 |      | Transmission Lock-up, EVS                                           | 1   |
| 259  | 0004547 |      | Auxiliary Cooling System                                            | 1   |
| 260  | 0014486 |      | Not Required, Transfer Valve, Single Stage Pump                     | 1   |
| 261  | 0746501 |      | Valve, Relief Intake, Elkhart                                       | 1   |
|      |         |      | Qty - 1                                                             |     |
|      |         |      | Pressure Setting - 125 psig                                         |     |
|      |         |      | Intake Relief Valve Control - Behind Right Side Pump Panel          |     |
| 262  | 0826104 |      | Controller, Pressure, FRC, Pump Boss Max, PBA500                    | 1   |
|      |         |      | Pressure Governor Throttle Control - Clockwise                      |     |
|      |         |      | Pressure Governor Default Mode - RPM Setting                        |     |
|      |         |      | Pressure Governor Std/Metric - Standard psi readouts                |     |
|      |         |      | Pressure Governor Transducer - Single 600 PSI                       |     |
|      |         |      | Pressure Governor Alarm - NOT BE an additional alarm provided       |     |
| 263  | 0072153 |      | Primer, Trident, Air Prime, Air Operated                            | 1   |
| 264  | 0780364 |      | Manuals, Pump, (2) Total, Electronic Copies                         | 1   |
| 265  | 0602512 |      | Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone | 1   |
| 266  | 0089437 |      | Plumbing Without Foam System                                        | 1   |
| 267  | 0004645 |      | Inlets, 6.00" - 1250 GPM or Larger Pump                             | 1   |
| 268  | 0014650 |      | Pump Suction Tube(s), Short, All                                    | 1   |
| 269  | 0004646 |      | Cap, Main Pump Inlet, Long Handle, NST, VLH                         | 1   |
| 270  | 0084610 |      | Valves, Akron 8000 series- All                                      | 1   |
| 271  | 0016158 |      | Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"                | 2   |
|      |         |      | Qty, Inlets - 2                                                     |     |
| 272  | 0004700 |      | Control, Inlet, at Valve                                            | 1   |
| 273  | 0004660 |      | Inlet (1), Left Side, 2.50"                                         | 1   |
| 274  | 0723551 |      | Inlet (1), Right Side, 2.50"                                        | 1   |
| 275  | 0092569 |      | No Rear Inlet (Large Dia) Requested                                 | 1   |
| 276  | 0064116 |      | No Rear Inlet Actuation Required                                    | 1   |
| 277  | 0092696 |      | Not Required, Cap, Rear Inlet                                       | 1   |
| 278  | 0009648 |      | No Rear Intake Relief Valve Required on Rear Inlet                  | 1   |
| 279  | 0092568 |      | No Rear Auxiliary Inlet Requested                                   | 1   |
| 280  | 0723049 |      | Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle              | 1   |
| 281  | 0029043 |      | Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing                       | 1   |
| 282  | 0004905 |      | Outlet, Tank Fill, 1.50"                                            | 1   |
| 283  | 0820189 |      | Control, Outlets, Manual, Pierce HW if applicable                   | 1   |
| 284  | 0004940 |      | Outlet, Left Side, 2.50"                                            | 2   |
|      |         |      | Qty, Discharges - 02                                                |     |
| 285  | 0005091 |      | Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH   | 1   |
| 286  | 0092570 |      | Not Required, Outlets, Left Side Additional                         | 1   |
| 287  | 0035094 |      | Not Required, Elbow, Left Side Outlets, Additional                  | 1   |
| 288  | 0004945 |      | Outlet, Right Side, 2.50"                                           | 1   |
|      |         |      | Qty, Discharges - 01                                                |     |
| 289  | 0025091 |      | Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH  | 1   |
| 290  | 0092571 |      | Not Required, Outlets, Right Side Additional                        | 1   |
| 291  | 0089584 |      | Not Required, Elbow, Right Side Outlets, Additional                 | 1   |
| 292  | 0816625 |      | Outlet, Large Diameter, Right Side, Akron Valve                     | 1   |
|      |         |      | Outlet, Large Diameter, Plumbing - 4.00"                            |     |
|      |         |      | Outlet, Large Diameter, NST Adapter - 4.00" MNST                    |     |
|      |         |      | Outlet, Large Diameter, Valve Actuation - Pierce large handwheel    |     |
| 293  | 0005097 |      | Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz           | 1   |
|      |         |      | Qty, - 01                                                           |     |
| 294  | 0092572 |      | Not Required, Outlet, Front                                         | 1   |
| 295  | 0092575 |      | Not Required, Outlet, Rear                                          | 1   |
| 296  | 0045099 |      | Not Required, Elbow, Rear Outlets                                   | 1   |
| 297  | 0092574 |      | Not Required, Outlet, Rear, Additional                              | 1   |
| 298  | 0085695 |      | Not Required, Elbow, Rear Outlets, Large, Additional                | 1   |
| 299  | 0820322 |      | Outlet, Front HB, 2.50" w/3.00" Plumbing                            | 2   |
|      |         |      | Qty, Discharges - 02                                                |     |
|      |         |      | Location, Outlet - c) one (1) each side                             |     |
| 300  | 0752097 |      | Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain              | 1   |
| 301  | 0723042 |      | Valve, 0.75" Bleeder, Discharges, "T" Swing Handle                  | 1   |
| 302  | 0820280 |      | Outlet, 3.00" Deluge Riser                                          | 1   |

| Line | Option  | Type | Option Description                                                                | Qty |
|------|---------|------|-----------------------------------------------------------------------------------|-----|
| 303  | 0563671 |      | Monitor, Akron 3431 Hi-Riser- No Ground Base                                      | 1   |
|      |         |      | Monitor Finish - Painted to Match Upper Body                                      |     |
| 304  | 0046968 |      | Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper                             | 1   |
| 305  | 0005070 |      | Deluge Mount, NPT                                                                 | 1   |
| 306  | 0723726 |      | Speedlay Module Not Required                                                      | 1   |
| 307  | 0722432 |      | Hose Restraint Not Required, No Speedlay Module                                   | 1   |
| 308  | 0723395 |      | Speedlays, Not Required                                                           | 1   |
| 309  | 0723394 |      | Speedlays, Not Required                                                           | 1   |
| 310  | 0029167 |      | (2+) 1.50" Standard Capacity Crosslays                                            | 2   |
|      |         |      | Qty, Crosslays - 2                                                                |     |
| 311  | 0090442 |      | 2.50" Standard Capacity Crosslay                                                  | 1   |
| 312  | 0623374 |      | Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides     | 3   |
|      |         |      | Qty, - 03                                                                         |     |
|      |         |      | Color, Strap - Black                                                              |     |
| 313  | 0029260 |      | No Speedlays                                                                      | 1   |
| 314  | 0750536 |      | Hose Restr, Spdly, Not Required, No Spdly                                         | 1   |
| 315  | 0590891 |      | Hose Restraint, Crosslay/Deadlay, Velcro Straps, Top                              | 2   |
|      |         |      | Qty, - 02                                                                         |     |
| 316  | 0019853 |      | Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH             | 1   |
| 317  | 0044333 |      | Foam System Not Required                                                          | 1   |
| 318  | 0012126 |      | Not Required, CAF Compressor                                                      | 1   |
| 319  | 0552517 |      | Not Required, Refill, Foam Tank                                                   | 1   |
| 320  | 0042573 |      | Not Required, Foam System Demonstration                                           | 1   |
| 321  | 0045465 |      | Not Required, Foam Tanks                                                          | 1   |
| 322  | 0091110 |      | Not Required, Foam Tank Drain                                                     | 1   |
| 323  | 0091079 |      | Not Required, Foam Tank #2                                                        | 1   |
| 324  | 0091112 |      | Not Required, Foam Tank #2 Drain                                                  | 1   |
| 325  | 0738072 |      | Approval Dwg, Pump Panel(s), Not Required                                         | 1   |
| 326  | 0032479 |      | Pump Panel Configuration, Control Zone                                            | 1   |
| 327  | 0629252 |      | Material, Pump Panels, Side Control Black Vinyl                                   | 1   |
|      |         |      | Material Finish, Pump Panel, Side Control - Black Vinyl                           |     |
|      |         |      | Material, Pump Panel, Side Control - Aluminum                                     |     |
| 328  | 0721776 |      | Panel, Pump Access - Right Side, Hinged, Side Control                             | 1   |
|      |         |      | Hinge Location - Forward                                                          |     |
|      |         |      | Latch, Pump Panel Access, Side Mount - Flush Trigger, Chrome                      |     |
| 329  | 0583824 |      | Light, Pump Compt, Wln 3SC0CDCR LED White                                         | 1   |
|      |         |      | Qty, - 01                                                                         |     |
| 330  | 0586382 |      | Gauges, Engine, Included With Pressure Controller                                 | 1   |
| 331  | 0005601 |      | Throttle, Engine, Incl'd w/Press Controller                                       | 1   |
| 332  | 0739224 |      | Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green | 1   |
| 333  | 0549333 |      | Indicators, Engine, Included with Pressure Controller                             | 1   |
| 334  | 0745568 |      | Indicator Light, Pump Panel, Ok To Pump, Green                                    | 1   |
| 335  | 0511078 |      | Gauges, 4.00" Master, Class 1, 30"-0-600psi                                       | 1   |
| 336  | 0511100 |      | Gauge, 2.00" Pressure, Class 1, 30"-0-400psi                                      | 1   |
| 337  | 0062586 |      | Gauge, Water Level, Class 1, Pierce Std                                           | 1   |
| 338  | 0006774 |      | Not Required, Foam Level Gauge                                                    | 1   |
| 339  | 0593161 |      | Light Shield, S/S LED                                                             | 1   |
| 340  | 0887754 |      | Air Horns, (2) Hadley, Rectangular Bell, Through Underslung Bumper Flange         | 1   |
| 341  | 0606835 |      | Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)     | 1   |
| 342  | 0757092 |      | Control, Air Horn, Multi Select                                                   | 1   |
| 343  | 0757076 |      | Control, Air Horn, Lanyard, RS                                                    | 1   |
|      |         |      | Lanyard - Link Chain, Vinyl Tubing                                                |     |
| 344  | 0757077 |      | Control, Air Horn, Lanyard, LS                                                    | 1   |
|      |         |      | Lanyard - Link Chain, Vinyl Tubing                                                |     |
| 345  | 0525667 |      | Siren, Wln 295SLSA1, 100 or 200 Watt                                              | 1   |
| 346  | 0790527 |      | Location, Electronic Siren, Center Dash Switch Panel, Saber FR, Enf               | 1   |
|      |         |      | Location, Electronic Siren - switch panel # 7                                     |     |
| 347  | 0076156 |      | Control, Elec Siren, Head Only                                                    | 1   |
| 348  | 0601306 |      | Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt      | 1   |
|      |         |      | Connection, Speaker - siren head                                                  |     |
| 349  | 0601565 |      | Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)                           | 1   |

| Line | Option  | Type | Option Description                                                          | Qty |
|------|---------|------|-----------------------------------------------------------------------------|-----|
| 350  | 0895310 |      | Siren, Federal Q2B                                                          | 1   |
|      |         |      | Finish, Q2B Siren - Chrome                                                  |     |
| 351  | 0630659 |      | Siren, Mechanical, Mounted Above Deckplate, Under Slung Bumper              | 1   |
|      |         |      | Location, Siren, Mech - a) Left                                             |     |
| 352  | 0748305 |      | Control, Mech Siren, Multi Select                                           | 1   |
| 353  | 0890124 |      | Control Mech Siren, Ft Sw LS, Loc                                           | 1   |
|      |         |      | Location - on angled surface inside door frame                              |     |
| 354  | 0895055 |      | Control Mech Siren, Ft Sw RS, Interlock                                     | 1   |
|      |         |      | Control, Interlocks - E Master On                                           |     |
| 355  | 0736165 |      | Sw, Siren Brake, Momentary, RS Overhead Sw Pnl                              | 1   |
| 356  | 0736164 |      | Sw, Siren Brake, Momentary, LS Overhead Sw Pnl                              | 1   |
| 357  | 0746353 |      | Not Required, Warning Lights Intensity                                      | 1   |
| 358  | 0791246 |      | Lightbar, Wln, Freedom IV-Q, 81", RRRsrRWRROptRRWRsrRRR                     | 1   |
|      |         |      | Opticom Priority - b) High                                                  |     |
|      |         |      | Opticom Activation - E-Master                                               |     |
|      |         |      | Momentary Opticom Activation - No Activation                                |     |
|      |         |      | Filter, Whl Freedom Ltbrs - No Filters                                      |     |
| 359  | 0016380 |      | No Additional Lights Req'd, Side Zone Upper                                 | 1   |
| 360  | 0756009 |      | Lights, Front Zone, Wln M6** LED, Blk Trm, in Common Bzl                    | 1   |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Lt DS Front - Left Red                                               |     |
|      |         |      | Color, Lt PS Front - Right Red                                              |     |
| 361  | 0888271 |      | Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, Blk Trim, 3pr, Ovr 25    | 1   |
|      |         |      | Location, Lights Front Side - b)each side bumper                            |     |
|      |         |      | Color, Lt Side Front - Red                                                  |     |
|      |         |      | Color, Lt Side Middle - Red                                                 |     |
|      |         |      | Color, Lt Side Rear - Red                                                   |     |
|      |         |      | Location, Lights Mid Side - Rearward of Crew Cab Doors                      |     |
|      |         |      | Location, Lights Rear Side - Over Rear Wheels                               |     |
| 362  | 0745867 |      | Lights, Side, Wln M9** LED, Trm Fet 1st                                     | 2   |
|      |         |      | Location, Lights - upper front body corner of hatch compartment             |     |
|      |         |      | Qty, - 02                                                                   |     |
|      |         |      | Color, Lights, Warning - Red                                                |     |
|      |         |      | Control, Light - b) side warning                                            |     |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 363  | 0564655 |      | Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing          | 1   |
|      |         |      | Color, Lt DS Rear - r) DS Rear Lt Red                                       |     |
|      |         |      | Color, Lt PS Rear - r) PS Rear Lt Red                                       |     |
| 364  | 0898856 |      | Lights, Rear, Wln M9# LED, Split Color, Clear Lens, 1st                     | 2   |
|      |         |      | Location - mid height of rear body bulkhead, one each side of truck.        |     |
|      |         |      | Qty, - 02                                                                   |     |
|      |         |      | Control, Light - c) rear lower warning                                      |     |
|      |         |      | Color, Lt Rear Splt - Red out Amber in                                      |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 365  | 0734069 |      | Lights, Rear/Side Up Zone, Wln M9** M9** M9** M9** 4lts                     | 1   |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Lt, Side Rear Upper DS - Red                                         |     |
|      |         |      | Color, Lt, Side Rear Upper PS - Red                                         |     |
|      |         |      | Color, Lt, Rear Upper DS - Red                                              |     |
|      |         |      | Color, Lt, Rear Upper PS - Red                                              |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 366  | 0006551 |      | Not Required, Lights, Rear Upper Zone Blocking                              | 1   |
| 367  | 0016610 |      | Mtg, Rear Warn Lts, Std Mt, S/S Brkts                                       | 1   |
|      |         |      | Material, Bracket - Polished S/S                                            |     |
| 368  | 0759107 |      | Lights, Traffic Directing, Wln WIONSMC* Amber LED, 6 Lts, TACTL5            | 1   |
|      |         |      | Activation, Traffic Dir L - Control Head Only                               |     |
| 369  | 0529860 |      | Location, TDL, Surface Mounted Over Rear Door                               | 1   |
| 370  | 0530282 |      | Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End        | 1   |
| 371  | 0519934 |      | Not Required, Brand, Hydraulic Tool System                                  | 1   |
| 372  | 0649753 |      | Not Required, PTO Driven Hydraulic Tool System                              | 1   |
| 373  | 0816508 |      | NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept | 1   |
| 374  | 0816941 |      | Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024               | 1   |
| 375  | 0027023 |      | No Strainer Required                                                        | 1   |

| Line | Option  | Type | Option Description                                                        | Qty |
|------|---------|------|---------------------------------------------------------------------------|-----|
| 376  | 0816939 |      | Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department        | 1   |
| 377  | 0820493 |      | Not Required, Extinguisher, 2.5 Gal, Fire Department Omits, NFPA/ULC 2024 | 1   |
| 378  | 0816998 |      | Axe, Flathead, Provided by Fire Department                                | 1   |
| 379  | 0817000 |      | Axe, Pickhead, Provided by Fire Department                                | 1   |
| 380  | 0607712 |      | Paint Process/Environmental                                               | 1   |
| 381  | 0826031 |      | Paint, Two-Tone Color, Saber, PMFD                                        | 1   |
|      |         |      | Paint Color, Upper Area, Predefined - #101 Black PMFD                     |     |
|      |         |      | Shield, Cab - Standard Shield                                             |     |
|      |         |      | Paint Color, Lower Area, Predefined - #90 Red PMFD                        |     |
|      |         |      | Paint Break, Cab - Standard Two-Tone Cab Break                            |     |
| 382  | 0826044 |      | Single Color Body Paint                                                   | 1   |
|      |         |      | Paint, Body - Match Cab #90 Red PMFD                                      |     |
| 383  | 0646901 |      | Paint Chassis Frame Assy, With Liner, E-Coat, Standard                    | 1   |
|      |         |      | Paint Color, Frame Assembly, Predefined - Standard Black                  |     |
| 384  | 0693797 |      | No Paint Required, Aluminum Front Wheels                                  | 1   |
| 385  | 0693792 |      | No Paint Required, Aluminum Rear Wheels                                   | 1   |
| 386  | 0733739 |      | Paint, Axle Hubs                                                          | 1   |
|      |         |      | Paint, Axle Hub - Lower Job Color                                         |     |
| 387  | 0007234 |      | Compartment, Unpainted, D/A Finished                                      | 1   |
| 388  | 0544129 |      | Reflective Band, 1"-6"-1"                                                 | 1   |
|      |         |      | Color, Reflect Band - A - a) white                                        |     |
|      |         |      | Color, Reflect Band - B - l) white                                        |     |
|      |         |      | Color, Reflect Band - C - w) white                                        |     |
| 389  | 0007356 |      | Reflective across Cab Face                                                | 1   |
| 390  | 0819898 |      | Stripe, Chevron, Rear, Reflective, NFPA/ULC 2024, Pumper                  | 1   |
|      |         |      | Color, Reflect Band - A - e) black                                        |     |
|      |         |      | Color, Reflect Band - B - m) red                                          |     |
| 391  | 0065687 |      | Stripe, Reflective, Cab Doors Interior                                    | 1   |
|      |         |      | Color, Reflective - a) white                                              |     |
| 392  | 0033179 |      | Lettering Specifications, Reflective                                      | 1   |
| 393  | 0686120 |      | Lettering, Reflective, 9.00", (21-40)                                     | 1   |
|      |         |      | Outline, Lettering - Outline and Shade                                    |     |
| 394  | 0655896 |      | Sign Kit, Painted, Holder and Insert, Each                                | 2   |
|      |         |      | Location - Front bumper and rear body                                     |     |
|      |         |      | Qty, - 02                                                                 |     |
|      |         |      | Size - 10" high x 12" wide                                                |     |
| 395  | 0684183 |      | Emblem, Maltese Cross, Reflective, 18"-20", Pair                          | 1   |
|      |         |      | Qty, - 01                                                                 |     |
|      |         |      | Location, Emblem - tbd                                                    |     |
| 396  | 0619273 | SP   | Emblem, Waving American Flag, Upper Body Side Sheets                      | 1   |
| 397  | 0772003 |      | Manual, Fire Apparatus Parts, USB Flash Drive, Custom                     | 1   |
|      |         |      | Qty, - 01                                                                 |     |
| 398  | 0772037 |      | Manual, Chassis Service, USB Flash Drive, Custom                          | 1   |
|      |         |      | Qty, - 01                                                                 |     |
| 399  | 0773381 |      | Manual, Chassis Operation, (1) USB Flash Drive, Custom                    | 1   |
| 400  | 0030008 |      | Warranty, Basic, 1 Year, Apparatus, WA0008                                | 1   |
| 401  | 0735523 |      | Warranty, Engine, Paccar MX13, 5 Year, WA0386                             | 1   |
| 402  | 0684953 |      | Warranty, Steering Gear, Sheppard M110, 3 Year WA0201                     | 1   |
| 403  | 0596017 |      | Warranty, Frame, 50 Year, Custom Chassis, WA0013                          | 1   |
| 404  | 0595698 |      | Warranty, Axle, 3 Year, TAK-4, WA0050                                     | 1   |
| 405  | 0610485 |      | Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor          | 1   |
| 406  | 0652758 |      | Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232                 | 1   |
| 407  | 0019914 |      | Warranty, Structure, 10 Year, Custom Cab, WA0012                          | 1   |
| 408  | 0744240 |      | Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055                           | 1   |
| 409  | 0695416 |      | Warranty, Pierce Camera System, WA0188                                    | 1   |
| 410  | 0708760 |      | Warranty, Not Applicable, LED Strip Lights                                | 1   |
| 411  | 0046369 |      | Warranty, 5-year EVS Transmission, Standard Custom, WA0187                | 1   |
| 412  | 0685945 |      | Warranty, Transmission Cooler, WA0216                                     | 1   |
| 413  | 0688798 |      | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195                    | 1   |
| 414  | 0596025 |      | Warranty, Structure, 10 Year, Body, WA0009                                | 1   |
| 415  | 0693126 |      | Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185             | 1   |
| 416  | 0734463 |      | Warranty, Pump, Waterous, 7 Year Parts, WA0382                            | 1   |

| Line | Option  | Type | Option Description                                                               | Qty |
|------|---------|------|----------------------------------------------------------------------------------|-----|
| 417  | 0648675 |      | Warranty, 10 Year S/S Pumbing, WA0035                                            | 1   |
| 418  | 0641372 |      | Warranty, Foam System, Not Available                                             | 1   |
| 419  | 0595820 |      | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057                                 | 1   |
| 420  | 0595412 |      | Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168                         | 1   |
| 421  | 0596306 |      | Warranty, Extended, 3 Year, Pierce Body, Class H, WA0097                         | 1   |
| 422  | 0596347 |      | Warranty, Extended, 3 Year, Custom Chassis, Class M, WA0061                      | 1   |
| 423  | 0819254 |      | Certification, Vehicle Stability, CD0196                                         | 1   |
| 424  | 0807819 |      | Certification, Engine Installation, Enf, Paccar MX13, 2024                       | 1   |
| 425  | 0686786 |      | Certification, Power Steering, CD0098                                            | 1   |
| 426  | 0892691 |      | Certification, Cab Integrity, Saber FR/Enforcer, CD0189                          | 1   |
| 427  | 0631973 |      | Certification, Cab Door Durability, Saber FR/Enforcer, CD0137                    | 1   |
| 428  | 0631978 |      | Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132            | 1   |
| 429  | 0631974 |      | Certification, Electric Window Durability, Saber FR/Enforcer, CD0133             | 1   |
| 430  | 0631977 |      | Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134         | 1   |
| 431  | 0823238 |      | Certification, Stepping, Standing & Walking Areas, Slip Resistance, CD0197       | 1   |
| 432  | 0735949 |      | Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175 | 1   |
| 433  | 0545073 |      | Amp Draw Report, NFPA Current Edition                                            | 1   |
| 434  | 0002758 |      | Amp Draw, NFPA/ULC Radio Allowance                                               | 1   |
| 435  | 0799247 |      | Appleton/Florida Stock Unit                                                      | 1   |
| 436  | 0000017 |      | FLORIDA DIVISION BODY                                                            | 1   |
| 437  | 0000012 |      | PIERCE CHASSIS                                                                   | 1   |
| 438  | 0735525 |      | PACCAR MX13 ENGINE                                                               | 1   |
| 439  | 0046396 |      | EVS 4000 Series TRANSMISSION                                                     | 1   |
| 440  | 0020011 |      | WATEROUS PUMP                                                                    | 1   |
| 441  | 0020009 |      | POLY TANK                                                                        | 1   |
| 442  | 0028047 |      | NO FOAM SYSTEM                                                                   | 1   |
| 443  | 0020006 |      | SIDE CONTROL                                                                     | 1   |
| 444  | 0020007 |      | AKRON VALVES                                                                     | 1   |
| 445  | 0020015 |      | ABS SYSTEM                                                                       | 1   |
| 446  | 0755450 |      | PIERCE MFG BODY                                                                  | 1   |



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-148

**Department:** Fire

**Submitted By:** Chris Young, Fire Division  
Chief Support Services

**Subject:** Ordinance approving a purchase agreement with Conrad Fire Equipment, Inc. for the purchase of two 2027 Pierce Saber Pumpers in an amount not to exceed \$2,056,553.78

**Summary:**

- This action was presented to the Budget Committee for consideration of the 2025 budget.
- This action was presented to the Citizen Sales Tax Oversight Committee on April 10, 2025, and was unanimously recommended as meeting voter intent.
- Funded by the Fire Department's ¼ cent Fire Sales Tax
- Replacing three (3) 11-year-old pumpers- 12 by time of delivery
- Utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing program administered by the Mid-America Regional Council (MARC)
- Apparatus specifications were created by a joint labor/management committee
- Committee focused on current needs, future needs, and safety features
- 10 month build time after approval
- Recommending a second ten (10) year lease purchase financing option

**Background:**

In preparation for the proposed 2026-2027 purchases, in late 2024 the Labor Management Steering Committee assigned the proposed purchase of replacement pumper trucks to a project team. The project team was composed of six labor personnel with two management personnel assisting as needed. Currently, the Department operates two front-line pumpers and one reserve pumper, all 11 years of age (12 and 13 years old at delivery). The committee reviewed several manufacturers of fire apparatus and unanimously agreed that the Pierce product was superior in every way and was the only vendor that could deliver four matching trucks with no change in price and features. Pierce also provided pricing that was comparable to the other vendors, ranging from \$900,000 to \$1.1 million. While reviewing possible uses for today and into the future, the department also focused on the available safety options. The Pierce Saber Chassis provides fire personnel with frontal impact airbags, side impact airbags, unobstructed and improved visibility via a single-piece windshield and is the only custom OEM fire truck to meet school bus FMVSS-111 standards of visibility. In addition, Pierce has several other safety options that are within this chassis specification.

The aerial truck purchased in 2012 and the previous pumpers are also from Pierce, continuing the consistency of operation throughout our fleet. Currently, based off of our data, pumper trucks should be replaced after approximately ten years. As with our suggested process that began in 2011 with the purchases of the ambulances, we will continue to utilize the same process of rotation of the vehicles on a regular basis to maintain equal mileage and use of all four pumpers, which has proven to be successful

over the last 14 years. While we will continue to budget for replacements in 10 years, it is our goal and expectation that by utilizing the rotation process that we should be able to extend the use of the vehicles from ten to approximately twelve years. The replacement time will be continually monitored and adjusted based on the status of the apparatus.

Payment will be expected with the delivery of each unit, the first two apparatus arriving within 10 months of approval. It is recommended that two separate 10-year lease purchase financing be utilized; one for the two 2026 deliveries, with a maximum annual debt service of \$258,712.50, and one for the two 2027 deliveries, with a maximum annual debt service of approximately \$258,000 (depending on current interest rates), so as not to tie up capital and accrue unneeded interest.

\*This will be the third and fourth of four apparatus.

**Previous Action (if applicable):**

None

**Policy/Committee Review:**

|                                             |                                   |
|---------------------------------------------|-----------------------------------|
| X Citizen Sales Tax Oversight Committee     | Completed/Recommended: 04/10/2025 |
| Public Safety Sales Tax Oversight Committee | Completed/Recommended:            |
| Budget Committee                            | Completed/Recommended:            |
| Other:                                      | Completed/Recommended:            |

**Financial Considerations:**

|                     |                                 |                        |
|---------------------|---------------------------------|------------------------|
| <b>Budgeted:</b>    | Line Item: 356-80018-305-000000 | Amount: \$2,056,553.78 |
|                     | Line Item:                      | Amount:                |
|                     | Revenue Line (if applicable):   | Amount:                |
| <b>Non-Budgeted</b> | Line Item:                      | Amount:                |
|                     | Line Item:                      |                        |
|                     | Funding Source:                 | Amount:                |

**Attachments:**

1. Ordinance approving a purchase agreement with Conrad Fire Equipment for 2027 Pumpers
2. 3 and 4 of 4 Pierce Saber Pumpers Purchase Agreement Signed

DOCUMENT NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A PURCHASE AGREEMENT WITH CONRAD FIRE  
EQUIPMENT, INC. FOR THE PURCHASE OF TWO 2027 PIERCE SABER PUMPERS  
IN AN AMOUNT NOT TO EXCEED \$2,056,553.78

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

SECTION I

That the City Council hereby approves an agreement by and between the City of  
Liberty and Pierce Manufacturing, 2600 American Dr, Appleton, WI 54914 pertaining to  
the purchase of two 2027 Pierce Saber Pumpers in an amount not to exceed TWO  
MILLION, FIFTY-SIX THOUSAND, FIVE HUNDRED FIFTY-THREE DOLLARS AND  
SEVENTY-EIGHT CENTS (\$2,056,553.78), said purchase agreement being  
incorporated herein by reference and available for review as required by law.

SECTION II

The City expects to make expenditures on and after the date of passage of this  
Ordinance in connection with purchase, and the City intends to reimburse itself for such  
expenditures with the proceeds of a tax-exempt financing. The maximum principal  
amount of such financing expected for the purchase is \$2,100,000. The City Council  
hereby authorizes the Mayor to execute the purchase agreement 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



## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between CONRAD FIRE EQUIPMENT, INC ("Company"), and LIBERTY FIRE DEPARTMENT ("Customer") is effective as of the date specified in Section 3 hereof.

### 1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company transfers physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications as set forth in the Company Proposal; unless Company receives a Notice of Non-Conformance within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product pursuant to the terms as specified on Exhibit A for the total purchase price of \$ 2,056,553.78 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 25 months of the Effective Date of this Agreement. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery.

(b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications as set forth in the Company Proposal, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to

evaluate such non-conformance ("Notice of Non-Conformance"). Any Product not in substantial conformance to material Specifications of the Proposal shall be remedied by Company within thirty (30) days from the Notice of Non-Conformance. In the event Company does not receive a Notice of Non-Conformance within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications of the Proposal and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company:

Conrad Fire Equipment, Inc.  
19922 W. 162nd Street  
Olathe, Kansas 66062

Customer:

LIBERTY FIRE DEPARTMENT  
200 W. Mississippi St.  
Liberty, MO 64068

10. Standard Warranty. Any express or implied manufacturer warranties are made a part hereof and the warranties attached hereto as Exhibit B extend fully to the Customer and are further assigned to the LIBERTY FIRE DEPARTMENT. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE BY COMPANY ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless otherwise stated herein or it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Conrad Fire Equipment, Inc.

Name: KARL SWITC

Signature: [Handwritten Signature]

Title: VP- SALES

Date: 4-16-25

CUSTOMER: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
PURCHASE DETAIL FORM  
Company

Date: 4/15/2025

Customer Assignee: LIBERTY FIRE DEPARTMENT

| Quantity | Chassis Type | Body Type | Price per Unit  |
|----------|--------------|-----------|-----------------|
| 2        | PIERCE SABER | PUMPER    | \$ 1,028,276.89 |
|          |              |           | \$              |
|          |              |           | \$              |
|          |              |           | \$              |

Warranty Period:

ALL STANDARD PIERCE WARRANTIES ARE LISTED IN THE PROPOSAL DOCUMENT.

Training Requirements:

BASIC ORIENTATION TRAINING WILL BE PROVIDED BY CONRAD FIRE EQUIP.

Trade-in Credit:

N/A

Pre-payment discount:

PRE-PAYMENT DISCOUNT AVAILABLE UPON REQUEST.

Payment Terms:

FULL PAYMENT WILL BE MADE AT TIME OF PRODUCT DELIVERY AND \$2,056,553.78 WILL BE DUE AT THAT TIME.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of KANSAS.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS BETWEEN COMPANY AND CUSTOMER, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

**EXHIBIT B  
WARRANTY**

ALL WARRANTIES HAVE BEEN SUPPLIED TO THE CUSTOMER AND THE  
WITHIN THE PROPOSAL DOCUMENT REFERENCED IN EXHIBIT C.

**LIBERTY FIRE DEPARTMENT**

EXHIBIT C  
COMPANY PROPOSAL

ONE OR MORE PIERCE SABER PUMPER AS SPECIFIED IN THE PIERCE MANUFACTURING  
PROPOSAL, BID NO. 547 , DATED 4/15/25 .



## Option List

4/15/2025

**Customer:** Liberty Missouri Fire Department  
**Representative:** Schultz, Karl  
**Organization:** Conrad Fire Equipment  
**Requirements Manager:**  
**Description:** Liberty 2 truck order  
**Body:** Pumper, Long, Aluminum, 2nd Gen, Saber  
**Chassis:** Saber FR Chassis, BMP Only

**Bid Number:** 547  
**Job Number:**  
**Number of Units:** 2  
**Bid Date:** 04/25/2025  
**Stock Number:**  
**Price Level:** 51 (Current: 51)  
**Lane:**

| Line | Option  | Type | Option Description                                                            | Qty |
|------|---------|------|-------------------------------------------------------------------------------|-----|
| 1    | 0074080 |      | Build-to-Order, Pierce Florida Product - 2nd Gen Pumper                       | 1   |
| 2    | 0010012 |      | No Boiler Plates requested                                                    | 1   |
| 3    | 0661794 |      | Single Source Compliance                                                      | 1   |
| 4    | 0584455 |      | Manufacture Location, Bradenton, Florida                                      | 1   |
| 5    | 0584453 |      | RFP Location: Bradenton, Florida                                              | 1   |
| 6    | 0588609 |      | Vehicle Destination, US                                                       | 1   |
| 7    | 0816491 |      | Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions               | 1   |
| 8    | 0533347 |      | Pumper/Pumper with Aerial Device Fire Apparatus                               | 1   |
| 9    | 0588611 |      | Vehicle Certification, Pumper                                                 | 1   |
| 10   | 0568412 |      | Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD             | 1   |
| 11   | 0537375 |      | Unit of Measure, US Gallons                                                   | 1   |
| 12   | 0529326 |      | 10%, Pierce Built Chassis                                                     | 1   |
| 13   | 0816569 |      | P-Bond, Not Requested, PPI                                                    | 1   |
| 14   | 0000007 |      | Approval Drawing                                                              | 1   |
| 15   | 0002928 |      | Electrical Diagrams                                                           | 1   |
| 16   | 0816080 |      | Saber FR Chassis                                                              | 1   |
| 17   | 0629024 |      | Chassis Discount, Saber FR                                                    | 1   |
| 18   | 0000110 |      | Wheelbase                                                                     | 1   |
|      |         |      | Wheelbase - 194"                                                              |     |
| 19   | 0000070 |      | GVW Rating                                                                    | 1   |
|      |         |      | GVW rating - 44000                                                            |     |
| 20   | 0729280 |      | Frame Rails, 13.38 x 3.50 x .375, Enforcer                                    | 1   |
| 21   | 0889469 |      | Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal       | 1   |
| 22   | 0807050 |      | Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Saber FR, BMP/STK/Maxi ONLY | 1   |
| 23   | 0030264 |      | Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Enf/SFR                   | 1   |
| 24   | 0087572 |      | Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf                         | 1   |
| 25   | 0000322 |      | Oil Seals, Front Axle                                                         | 1   |
| 26   | 0899438 |      | Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply                   | 1   |
| 27   | 0019611 |      | Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot                    | 1   |
| 28   | 0641555 |      | Axle, Rear, Dana S23-190, 24,000 lb, Saber/Enforcer                           | 1   |
| 29   | 0544253 |      | Top Speed of Vehicle, 68 MPH /109 KPH                                         | 1   |
| 30   | 0565379 |      | Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer                | 1   |
| 31   | 0000485 |      | Oil Seals, Rear Axle                                                          | 1   |
| 32   | 0782552 |      | Tires, Rear, Goodyear, Endurance RSA, 12R22.50, LRH, Single                   | 1   |
| 33   | 0019625 |      | Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single              | 1   |
| 34   | 0568081 |      | Tire Balancing, Counteract Beads                                              | 1   |
| 35   | 0620570 |      | Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle       | 1   |
|      |         |      | Qty, Tire Pressure Ind - 6                                                    |     |
| 36   | 0801932 |      | Lug Nut, Covers, Stainless Steel                                              | 1   |
| 37   | 0003245 |      | Axle Hub Covers w/center hole, S/S, Front Axle                                | 1   |
| 38   | 0531133 |      | Axle Hub Covers, Rear, S/S, High Hat, Real Wheel (Pair)                       | 1   |
| 39   | 0002045 |      | Mud Flap, Front and Rear, Pierce Logo                                         | 1   |
| 40   | 0617577 |      | Chocks, Wheel, Worden HWG- SB, Super Gripper                                  | 1   |
|      |         |      | Qty, Pair - 01                                                                |     |
| 41   | 0646364 |      | Mounting Brackets, Chocks, Worden Safety, Model U815T                         | 1   |
|      |         |      | Location, Wheel chock - one ahead and behind driver side rear axle            |     |
|      |         |      | Qty, Pair - 01                                                                |     |
| 42   | 0820509 |      | ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC               | 1   |
| 43   | 0030185 |      | Brakes, Knorr/Bendix 17", Disc, Front, TAK-4                                  | 1   |
| 44   | 0581433 |      | Brakes, Bendix, Cam, Rear, 16.50 x 7.00"                                      | 1   |
| 45   | 0735527 |      | Air Compressor, Brake, Wabco 26.8 CI, Paccar                                  | 1   |

| Line | Option  | Type | Option Description                                                               | Qty |
|------|---------|------|----------------------------------------------------------------------------------|-----|
| 46   | 0644232 |      | Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer           | 1   |
|      |         |      | Paint Color, Air Tanks - Frame color                                             |     |
| 47   | 0568012 |      | Air Dryer, Wabco System Saver 1200, Heater, 2010                                 | 1   |
| 48   | 0000790 |      | Brake Lines, Nylon                                                               | 1   |
| 49   | 0000854 |      | Air Inlet, w/Disconnect Coupling                                                 | 1   |
|      |         |      | Location, Air Coupling(s) - a) DS Step Well, Forward                             |     |
|      |         |      | Qty, Air Coupling (s) - 1                                                        |     |
| 50   | 0808515 |      | Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer           | 1   |
| 51   | 0810929 |      | Engine Contingency Adjustment                                                    | 1   |
| 52   | 0001244 |      | High Idle w/Electronic Engine, Custom                                            | 1   |
| 53   | 0735687 |      | Engine Brake, Fully Integrated, Paccar MX13 Engine                               | 1   |
|      |         |      | Switch, Engine Brake - MX13                                                      |     |
| 54   | 0644227 |      | Clutch, Fan, Air Actuated, Saber FR/Enforcer                                     | 1   |
| 55   | 0644573 |      | Air Intake, Water & Ember Screen, Saber FR/Enforcer                              | 1   |
| 56   | 0814375 |      | Exhaust System, Horizontal, Right Side                                           | 1   |
|      |         |      | Exhaust, Diffuser - Aluminized Steel (Standard)                                  |     |
|      |         |      | Exhaust, Material/Finish - Aluminized Steel (Standard)                           |     |
|      |         |      | Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)                  |     |
|      |         |      | Tip, Exhaust - Straight Tip (Standard)                                           |     |
| 57   | 0788765 |      | Radiator, Saber FR/Enforcer                                                      | 1   |
| 58   | 0001090 |      | Cooling Hoses, Rubber                                                            | 1   |
| 59   | 0001125 |      | Fuel Tank, 65 Gallon, Left Side Fill                                             | 1   |
| 60   | 0001129 |      | Lines, Fuel                                                                      | 1   |
| 61   | 0889521 |      | DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF   | 1   |
|      |         |      | Door, Material & Finish, DEF Tank - Polished Stainless                           |     |
| 62   | 0552793 |      | Not Required, Fuel Priming Pump                                                  | 1   |
| 63   | 0552712 |      | Not Required, Shutoff Valve, Fuel Line                                           | 1   |
| 64   | 0699437 |      | Cooler, Chassis Fuel, Not Req'd.                                                 | 1   |
| 65   | 0690880 |      | No Selection Required From This Category                                         | 1   |
| 66   | 0887546 |      | Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf               | 1   |
| 67   | 0625331 |      | Transmission, Shifter, 6-Spd, Push Button, 4000 EVS                              | 1   |
| 68   | 0684459 |      | Transmission Oil Cooler, Modine, External                                        | 1   |
| 69   | 0001375 |      | Driveline, Spicer 1810                                                           | 1   |
| 70   | 0734211 |      | Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar             | 1   |
| 71   | 0605356 |      | Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer                      | 1   |
| 72   | 0690274 |      | Logo and Emblem on Dash                                                          | 1   |
|      |         |      | Text, Row (1) One - Wheeling                                                     |     |
|      |         |      | Text, Row (2) Two - Fire                                                         |     |
|      |         |      | Text, Row (3) Three - Department                                                 |     |
| 73   | 0606299 |      | Bumper, 26" Extended, Under Slung, Painted, Recessed Xlays/Trays, 12" H, SFR/Enf | 1   |
| 74   | 0614646 |      | No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf                                     | 1   |
| 75   | 0002270 |      | Tow Hooks, Chrome                                                                | 1   |
| 76   | 0624707 |      | Tray, 3/4 Width, 26" Bumper, Under Slung Design, 12" H Bumper, AXT/DCF/SFR/Enf   | 1   |
|      |         |      | Capacity, Hose Tray - TBD                                                        |     |
|      |         |      | Grating, Bumper extension - Grating, Aluminum                                    |     |
| 77   | 0613272 |      | Cover, 8.5" Raised Alum Treadplate, 3/4 Width Cover, Butterfly Latch, Q2B Clear  | 1   |
| 78   | 0632360 |      | 7010 Saber Cab                                                                   | 1   |
| 79   | 0747442 |      | Engine Tunnel, X12, MX13, Spray insulation, Enforcer                             | 1   |
| 80   | 0887601 |      | Cab Insulation, Enforcer/Saber FR                                                | 1   |
| 81   | 0633594 |      | Rear Wall, Interior, Adjustable Seating                                          | 1   |
| 82   | 0632103 |      | Rear Wall, Exterior, Cab, Saber FR/Enforcer                                      | 1   |
|      |         |      | Material, Exterior Rear Wall - Aluminum Treadplate                               |     |
| 83   | 0644201 |      | Cab Lift, Elec/Hyd, Saber FR/Enforcer                                            | 1   |
| 84   | 0698450 |      | Recess Cab Lift Controls, In Passengers Side Pump Panel, S/S Door                | 1   |
|      |         |      | Location - passenger side pump panel                                             |     |
| 85   | 0636939 |      | Grille, Polished Stainless Steel, Front of Cab, Saber FR                         | 1   |
| 86   | 0647932 |      | Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer                | 1   |
| 87   | 0087357 |      | Molding, Chrome on Side of Cab                                                   | 1   |
| 88   | 0521669 |      | Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex                | 1   |
| 89   | 0648170 |      | Half Height Door                                                                 | 1   |
|      |         |      | Key Model, Cab Doors - 751                                                       |     |



| Line | Option  | Type | Option Description                                                                  | Qty |
|------|---------|------|-------------------------------------------------------------------------------------|-----|
| 89   |         |      | Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black                            |     |
| 90   | 0655543 |      | Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab                      | 1   |
| 91   | 0630636 |      | Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer       | 1   |
| 92   | 0638310 |      | Steps, 4-Door Cab, Saber FR/Enforcer                                                | 1   |
|      |         |      | Step Well Material - Aluminum Treadplate                                            |     |
| 93   | 0770194 |      | Handrail, Exterior, Knurled, Alum, 4-Door Cab                                       | 1   |
| 94   | 0892638 |      | Lights, Cab & Crw Cab Acc Stps, P25, LED w/Bezel, 6lts                              | 1   |
|      |         |      | Color, Trim - Chrome Housing                                                        |     |
| 95   | 0583698 |      | Fenders, S/S on cab, Extra Wide, Saber/Enf                                          | 1   |
| 96   | 0673394 |      | Handrail, Extra - 15-20" Long                                                       | 2   |
|      |         |      | Location - back of cab to assist accessing the crosslays, one each side of cab      |     |
|      |         |      | Qty, - 02                                                                           |     |
| 97   | 0042105 |      | No Windows, Side of Crew Cab                                                        | 1   |
| 98   | 0012090 |      | Not Required, Windows, Front/Side of raised roof                                    | 1   |
| 99   | 0779033 |      | Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer                           | 1   |
| 100  | 0809780 |      | Compt, 16.50 W x 16 LS/25.50 RS H x 15 D, Ea Side C/C, Dbl Pan, DEF, 70" Enf        | 1   |
|      |         |      | Light, Aux Cab Compartments - Pierce, Both Sides                                    |     |
|      |         |      | Finish, Cab Compt/Component - Cab Interior                                          |     |
|      |         |      | Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking                           |     |
|      |         |      | Door, Exterior Stop - 2-Web Strap                                                   |     |
| 101  | 0722796 |      | Dash, Poly, Saber FR/Enforcer                                                       | 1   |
| 102  | 0634206 |      | Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer               | 1   |
|      |         |      | Mounting Provision Spacing - .75"                                                   |     |
|      |         |      | Material Finish, Cab Interior - Painted                                             |     |
| 103  | 0750824 |      | Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE                              | 1   |
|      |         |      | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray                       |     |
|      |         |      | Engine Tunnel Cover - Dark Silver Gray Endure Vinyl                                 |     |
|      |         |      | Cab Interior Rear Wall Material - Painted Aluminum                                  |     |
| 104  | 0753903 |      | Cab Interior, Paint Color, Saber FR/Enforcer                                        | 1   |
|      |         |      | Color, Cab Interior Paint - d) red                                                  |     |
| 105  | 0052100 |      | Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer                                | 1   |
| 106  | 0741237 |      | HVAC, Standard-Duty, Saber FR, CARE                                                 | 1   |
|      |         |      | HVAC System, Filter Access - Removable Panel                                        |     |
|      |         |      | Auxiliary Cab Heater - Both                                                         |     |
|      |         |      | HVAC System, Control Loc. - Panel Position #12                                      |     |
| 107  | 0639675 |      | Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf                                      | 1   |
|      |         |      | Sun Visor Retention - Thumb Latch                                                   |     |
| 108  | 0634328 |      | Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer                      | 1   |
| 109  | 0583938 |      | Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim                   | 1   |
|      |         |      | Qty, - 01                                                                           |     |
| 110  | 0631830 |      | Fluid Check Access, Saber FR/Enforcer, Arrow XT                                     | 1   |
|      |         |      | Latch, Door, Storage - Lift and Turn Latch, Flush                                   |     |
| 111  | 0583042 |      | Side Roll and Frontal Impact Protection                                             | 1   |
| 112  | 0622619 |      | Seating Capacity, 4 Belted Seats                                                    | 1   |
| 113  | 0636955 |      | Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf             | 1   |
| 114  | 0632926 |      | Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, PRIMARY, SFR/Enf                 | 1   |
| 115  | 0002517 |      | Not Required, Radio Compartment                                                     | 1   |
| 116  | 0754654 |      | Cabinet, Rear Facing, LS, 23 W x 34 H x 26.75 D, Roll, Ext Acc, SFR/Enf             | 1   |
|      |         |      | Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side |     |
|      |         |      | Scuffplate, Material/Finish - S/S, Polished                                         |     |
|      |         |      | Material Finish, Shelf - Painted - Cab Interior                                     |     |
|      |         |      | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip                    |     |
|      |         |      | Door, Cab Exterior Cabinet - Double Pan, Non-Locking                                |     |
|      |         |      | Door, Exterior Stop - Web Strap                                                     |     |
|      |         |      | Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751                  |     |
|      |         |      | Louvers, Cabinet - 0-No Louvers                                                     |     |
| 117  | 0102783 |      | Not Required, Seat, Rr Facing C/C, Center                                           | 1   |
| 118  | 0767417 |      | Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Roll, Ext Acc, SFR/Enf             | 1   |
|      |         |      | Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side |     |
|      |         |      | Scuffplate, Material/Finish - S/S, Polished                                         |     |
|      |         |      | Material Finish, Shelf - Painted - Cab Interior                                     |     |

| Line | Option  | Type | Option Description                                                                                                                                                                                                                                               | Qty |
|------|---------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 118  |         |      | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip<br>Door, Cab Exterior Cabinet - Double Pan, Non-Locking<br>Door, Exterior Stop - Bumper<br>Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking<br>Louvers, Cabinet - 0-No Louvers |     |
| 119  | 0108189 |      | Not Required, Seat, Forward Facing C/C, LS Outboard                                                                                                                                                                                                              | 1   |
| 120  | 0604650 |      | Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, SCBA, 17" Btm,<br>Safety,SECONDARY,SFR/Enf                                                                                                                                                                              | 1   |
| 121  | 0108190 |      | Not Required, Seat, Forward Facing C/C, RS Outboard                                                                                                                                                                                                              | 1   |
| 122  | 0766467 |      | Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE<br>Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray<br>Qty, - 04                                                                                                                               | 4   |
| 123  | 0543991 |      | Bracket, Air Bottle, Hands-Free II, Cab Seats<br>Qty, - 03                                                                                                                                                                                                       | 3   |
| 124  | 0603866 |      | Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer<br>Seat Belt Color - Orange                                                                                                                                                                             | 1   |
| 125  | 0817557 |      | Helmet Storage, Provided by Fire Department, NFPA/ULC 2024                                                                                                                                                                                                       | 1   |
| 126  | 0647647 |      | Lights, Dome, FRP Dual LED 4 Lts<br>Color, Dome Lt - Red & White<br>Color, Dome Lt Bzl - Black<br>Control, Dome Lt White - Door Switches and Lens Switch<br>Control, Dome Lt Color - Lens Switch                                                                 | 1   |
| 127  | 0816997 |      | Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024                                                                                                                                                                                                        | 1   |
| 128  | 0644187 |      | Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer<br>Emergency Switching - Individual Switches                                                                                                                                                      | 1   |
| 129  | 0002544 |      | Air Restriction Indicator - Pierce Chassis                                                                                                                                                                                                                       | 1   |
| 130  | 0543751 |      | Light, Do Not Move Apparatus<br>Alarm, Do Not Move Truck - Pulsing Alarm                                                                                                                                                                                         | 1   |
| 131  | 0621756 |      | Lights, Door Open Indicator Truck-Lite 30286 2", Enf/Saber FR 2Lts, Red                                                                                                                                                                                          | 1   |
| 132  | 0754774 |      | Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber                                                                                                                                                                                                | 1   |
| 133  | 0802940 |      | Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer<br>Location, Wiper Control - Standard Location                                                                                                                                                       | 1   |
| 134  | 0821191 |      | NFPA 2024<br>Location, Wiring - Behind Officer Seat<br>12vdc power from - Battery direct<br>Wire termination - 10-Place Bus Bar w/Cover                                                                                                                          | 1   |
| 135  | 0821473 |      | Wiring, Spare, 4.8 A 12V DC, USB Term Batt Dir 1st NFPA1900/ULC<br>Qty, - 01<br>12vdc power from - Battery direct<br>Location - switch panel #14                                                                                                                 | 1   |
| 136  | 0820894 |      | NFPA 2024<br>Location, Wiring - Switch panel #14<br>12vdc power from - Battery direct<br>Wire termination - 15 amp power point plug                                                                                                                              | 1   |
| 137  | 0821192 |      | DO NOT TURN ON BATT DIR FEATURES!!<br>Qty, - 04<br>12vdc power from - Battery saver<br>Wire termination - Butt Splice<br>Location, Spare Wiring - TBD                                                                                                            | 4   |
| 138  | 0763646 |      | Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf<br>System Of Measurement - US Customary                                                                                                                                                           | 1   |
| 139  | 0734854 |      | Collision Mitigation, Not Requested                                                                                                                                                                                                                              | 1   |
| 140  | 0610240 |      | Vehicle Data Recorder w/Seat Belt Monitor                                                                                                                                                                                                                        | 1   |
| 141  | 0601948 |      | Intercom, Firecom 5100D Single Radio, 1 Wireless Base, V2, (O,2C,Wired)<br>Location - TBD<br>Location, Intercom, C Cab - 2) 2 forward facing seats                                                                                                               | 1   |
| 142  | 0006240 |      | Cable, Radio to Intercom Interface, Firecom, 1 Radio<br>Radio, First Two-Way Make - Motorola High Power<br>Radio, First, Two-Way Model - Motorola APX 7500 HP                                                                                                    | 1   |
| 143  | 0601984 |      | Headset, Firecom, Wireless, FHW-505 Over The Head, Radio Transmit<br>Qty, - 01<br>Location - Driver                                                                                                                                                              | 1   |
| 144  | 0681396 |      | Headset, Firecom, FH-52 Over Head, Intercom Only<br>Qty, - 02                                                                                                                                                                                                    | 2   |

| Line | Option  | Type | Option Description                                                                  | Qty |
|------|---------|------|-------------------------------------------------------------------------------------|-----|
| 144  |         |      | Location, Headset - DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat           |     |
| 145  | 0681413 |      | Headset, Firecom, FH-51 Over Head, Radio Transmit                                   | 1   |
|      |         |      | Qty, - 01                                                                           |     |
| 146  | 0696439 |      | Location, Headset - Officer Seat                                                    |     |
|      |         |      | Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area                | 2   |
|      |         |      | Qty, - 02                                                                           |     |
| 147  | 0808099 |      | Location, Antenna Mount - Left And Right Side                                       |     |
|      |         |      | Camera, Pierce, 7" HD, R, Camera, AHD                                               | 1   |
|      |         |      | Color - 1) black                                                                    |     |
|      |         |      | Location, Camera Monitor - Driver Side Dash                                         |     |
| 148  | 0814831 |      | Not Required, Camera Switcher                                                       | 1   |
| 149  | 0523921 |      | Recess, Rear Vision Camera                                                          | 1   |
|      |         |      | Location, Camera, Recessed - Center Rear                                            |     |
| 150  | 0624249 |      | Electrical Power/Signal Protection & Control, Saber FR                              | 1   |
| 151  | 0624260 |      | Hard Wired Electrical System                                                        | 1   |
| 152  | 0079211 |      | Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud                    | 1   |
| 153  | 0008621 |      | Battery System, Single Start, All Custom Chassis                                    | 1   |
| 154  | 0002698 |      | Battery Compartment, Saber/Enforcer                                                 | 1   |
| 155  | 0812586 |      | Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp                            | 1   |
| 156  | 0814869 |      | Location, Cab, Charger, Behind Driver Seat                                          | 1   |
| 157  | 0813791 |      | Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir                               | 1   |
| 158  | 0814939 |      | Location, Cab, Ind/Remote, Driver's Seat Riser                                      | 1   |
| 159  | 0016857 |      | Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super                      | 1   |
|      |         |      | Qty, - 01                                                                           |     |
|      |         |      | Color, Kussmaul Cover - b) red                                                      |     |
|      |         |      | Shoreline Connection - Battery Charger                                              |     |
| 160  | 0026800 |      | Shoreline Location                                                                  | 1   |
|      |         |      | Location, Shoreline(s) - DS Cab Side                                                |     |
| 161  | 0647729 |      | Alternator, 320 amp, Delco Remy 40SI                                                | 1   |
| 162  | 0644176 |      | Load Manager, Integrated In Electrical System, Saber FR/Enforcer                    | 1   |
| 163  | 0783153 |      | Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel                        | 1   |
|      |         |      | Color, Headlight Bez - Chrome Bezel                                                 |     |
| 164  | 0802935 |      | Light, Directional, Wln M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf               | 1   |
|      |         |      | Color, Lens, LED's - Match                                                          |     |
|      |         |      | Color, Q Bezel and Trim - Polished Chrome                                           |     |
|      |         |      | Flash Pattern, Directional Lts - Steady On (Arrow)                                  |     |
| 165  | 0620054 |      | Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts               | 1   |
| 166  | 0735474 |      | Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer                | 1   |
|      |         |      | Light Guard - No Guards                                                             |     |
| 167  | 0647899 |      | Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf        | 1   |
| 168  | 0627282 |      | Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts                       | 1   |
| 169  | 0804514 |      | Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg               | 1   |
|      |         |      | Color, Lens, LED's - Match                                                          |     |
|      |         |      | Flash Pattern, Directional Lts - Steady On (Arrow)                                  |     |
| 170  | 0806466 |      | Lights, Backup, Wln M62BU, LED, For Tail Lt Housing                                 | 1   |
| 171  | 0889577 |      | Bracket, License Plate & Light, P25 LED, Stainless Brkt                             | 1   |
|      |         |      | Color, Trim - Chrome Housing                                                        |     |
| 172  | 0556842 |      | Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights                        | 1   |
| 173  | 0589905 |      | Alarm, Back-up Warning, PRECO 1040                                                  | 1   |
| 174  | 0769569 |      | Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr                                  | 1   |
| 175  | 0769572 |      | Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts                          | 1   |
| 176  | 0770056 |      | Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step                     | 1   |
|      |         |      | Control, Perimeter Lts - DS Switch Panel, PS Switch Panel and Parking Brake Applied |     |
| 177  | 0556360 |      | Lights, Step, P25 LED 4lts, Pump Pnl Sw                                             | 1   |
| 178  | 0748973 |      | Light, Roof Mt, Wln S72M**, 72" Cnt Feature, Mkr Lts Not Activated                  | 1   |
|      |         |      | Color, Wln Lt Housing - Black Paint                                                 |     |
|      |         |      | Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS          |     |
|      |         |      | LED Module Type - 4 White Spot                                                      |     |
| 179  | 0763610 |      | Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st                                          | 2   |
|      |         |      | Location - DS front and rear body                                                   |     |

| Line | Option  | Type | Option Description                                                                                                                                                                                                                                | Qty |
|------|---------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 179  |         |      | Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw<br>Panel PS                                                                                                                 |     |
| 180  | 0763608 |      | Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd<br>Location - PS front and rear body<br>Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw<br>Panel PS                              | 2   |
| 181  | 0766906 |      | Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st<br>Location - rear body high each side<br>Qty, - 02<br>Color, Wln Lt Housing - Black Cover<br>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw<br>Panel PS and Body Switch, DS Rear SS   | 2   |
| 182  | 0645877 |      | Lights, Hose Bed, Sides, Dual LED Light Strips<br>Control, Hose Bed Lts - Cup Switch At Rear                                                                                                                                                      | 1   |
| 183  | 0645820 |      | Light, Front Of Hose Bed, 63" LED Light Strips<br>Qty, - 01<br>Control, Hose Bed Lts - With Other Hosebed Lts                                                                                                                                     | 1   |
| 184  | 0645677 |      | Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body                                                                                                                                                                                 | 1   |
| 185  | 0709438 |      | Lights, Walk Surf, FRP Flood, LED                                                                                                                                                                                                                 | 1   |
| 186  | 0802858 |      | Pumper, Long, Aluminum, 2nd Gen, Saber                                                                                                                                                                                                            | 1   |
| 187  | 0632361 |      | No Additional Florida Discount - w/Saber FR Chassis                                                                                                                                                                                               | 1   |
| 188  | 0554271 |      | Body Skirt Height, 20"                                                                                                                                                                                                                            | 1   |
| 189  | 0063308 |      | Tank, Water, 500 Gallon, Poly, Long, New York Style                                                                                                                                                                                               | 1   |
| 190  | 0003405 |      | Overflow, 4.00" Water Tank, Poly                                                                                                                                                                                                                  | 1   |
| 191  | 0028107 |      | Not Required, Foam Cell Modification                                                                                                                                                                                                              | 1   |
| 192  | 0633066 |      | Sleeve, Through Tank<br>Qty, Sleeve - 1<br>Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing                                                                                                                                          | 1   |
| 193  | 0553725 |      | Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export                                                                                                                                                                              | 1   |
| 194  | 0003429 |      | Not Required, Direct Tank Fill                                                                                                                                                                                                                    | 1   |
| 195  | 0003424 |      | Not Required, Dump Valve                                                                                                                                                                                                                          | 1   |
| 196  | 0048710 |      | Not Required, Jet Assist                                                                                                                                                                                                                          | 1   |
| 197  | 0030007 |      | Not Required, Dump Valve Chute                                                                                                                                                                                                                    | 1   |
| 198  | 0514778 |      | Not Required, Switch, Tank Dump Master                                                                                                                                                                                                            | 1   |
| 199  | 0709973 |      | New York Style Hose bed<br>Material Trim/Scuffplate - b) S/S, Brushed<br>Finish, Inside of Hose Bed - Unpainted - DA Finish<br>Finish, Inside of Cargo Area - Unpainted - DA Finish                                                               | 1   |
| 200  | 0723549 |      | Painted Hose Bed<br>Paint Color, Hose Bed Interior - Match Lower Body                                                                                                                                                                             | 1   |
| 201  | 0003481 |      | Hose Bed Capacity, Special<br>Capacity, Hosebed - 300' 1.75"<br>1000' 4"<br>300' 2.5"                                                                                                                                                             | 1   |
| 202  | 0083488 |      | Divider, Hose Bed, .25" Unpainted<br>Qty, Hosebed Dividers - 2                                                                                                                                                                                    | 2   |
| 203  | 0815195 |      | Cover, Hose Bed, Alum Treadplate, Bolted T-Bar                                                                                                                                                                                                    | 1   |
| 204  | 0807336 |      | Hose Restraint, Hose Bed, Vinyl, Rear, Separate From Top<br>Color, Vinyl Cover - c) black<br>Vinyl Flap Weight - Lead Shot Weighted<br>Fastener, Rear Restraint, Top - Lift-A-Dot<br>Fastener, Rear Restraint, Bottom - Seat Belt Buckle (hinged) | 1   |
| 205  | 0013512 |      | Running Boards, 12.75" Deep                                                                                                                                                                                                                       | 1   |
| 206  | 0689497 |      | Tailboard, 24" & 8" Deep, T-Shaped, Angled Corners                                                                                                                                                                                                | 1   |
| 207  | 0818176 |      | Wall, Rear, Smooth Aluminum/Body Material, 16" Inset<br>Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate                                                                                                                       | 1   |
| 208  | 0889214 |      | Tow Eyes, w/Tow Bar, 2G Pumper                                                                                                                                                                                                                    | 1   |

| Line | Option  | Type | Option Description                                                                                                                                          | Qty |
|------|---------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 209  | 0590926 |      | Hose Restraint, Running Board, Velcro Straps                                                                                                                | 2   |
|      |         |      | Location, Hose Tray, Running Board - a) both sides                                                                                                          |     |
|      |         |      | Qty, Tray, Hose - 2                                                                                                                                         |     |
| 210  | 0024110 |      | Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose                                                                                                   | 2   |
|      |         |      | Location, Hose Tray, Running Board - a) both sides                                                                                                          |     |
|      |         |      | Qty, Tray, Hose - 2                                                                                                                                         |     |
| 211  | 0895820 |      | Construction, Compt, Alum, 2G Pumper                                                                                                                        | 1   |
| 212  | 0083674 |      | 161" Lap FH/FD Front & Rear                                                                                                                                 | 1   |
| 213  | 0812781 |      | RS 161" Lap, Full Height & Depth Front & Rear, Built Into Body                                                                                              | 1   |
| 214  | 0063911 |      | Doors, Lap w/ "D" Handles - Side Compartments                                                                                                               | 1   |
| 215  | 0013671 |      | 30.75" FF Rollup Rear Compt                                                                                                                                 | 1   |
| 216  | 0594003 |      | Door, Amdor, Rollup, Rear Compartment                                                                                                                       | 1   |
|      |         |      | Color, Roll-up Door - AMDOR Satin Aluminum                                                                                                                  |     |
|      |         |      | Latch, Roll-up Door - Non-Locking Liftbar                                                                                                                   |     |
| 217  | 0554995 |      | No Body Modification Required                                                                                                                               | 1   |
| 218  | 0625184 |      | Guard, Drip Pan, S/S, Rollup Door, Pumper                                                                                                                   | 6   |
|      |         |      | Qty, Door Accessory - 06                                                                                                                                    |     |
|      |         |      | Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2 and RS3                                                                                             |     |
| 219  | 0768509 |      | Lights, Compt, Amdor AY-LB-12HW0** LED, Dual Lt Strip                                                                                                       | 7   |
|      |         |      | Qty, - 07                                                                                                                                                   |     |
| 220  | 0739915 |      | Hatch, (2) Liftup, Pumper                                                                                                                                   | 2   |
|      |         |      | Location, Hatch Compt - Both Sides                                                                                                                          |     |
|      |         |      | Qty, Hatch Compt - 2                                                                                                                                        |     |
|      |         |      | Trim, Body/Hatch Compt Seam, Horizontal - Molding                                                                                                           |     |
|      |         |      | Hatch Compt, Width - 28"                                                                                                                                    |     |
|      |         |      | Latch, Hatch Compt - Lever Latch                                                                                                                            |     |
|      |         |      | Matting, Floor, Hatch Compt - Dri-Deck - Black                                                                                                              |     |
| 221  | 0730092 |      | Not Required                                                                                                                                                | 1   |
| 222  | 0733240 |      | Lights, Hatch Compt, Amdor AY-9220-42, LED, Light Strips, 2-Sides 4 Dr                                                                                      | 1   |
| 223  | 0687146 |      | Shelf Tracks, Painted                                                                                                                                       | 6   |
|      |         |      | Qty, Shelf Track - 06                                                                                                                                       |     |
|      |         |      | Location, Shelf Track - LS1, LS2, LS3, RS1, RS2 and B1                                                                                                      |     |
| 224  | 0600350 |      | 500 lb Adjustable Shelf                                                                                                                                     | 6   |
|      |         |      | Qty, Shelf - 06                                                                                                                                             |     |
|      |         |      | Material Finish, Shelf - Painted - Spatter Gray                                                                                                             |     |
|      |         |      | Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Transition Point, RS3-Transition Point, RS2-Centered, LS2-Centered and LS3-Transition Point |     |
| 225  | 0709689 |      | Tray, 500 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations                                                                                        | 4   |
|      |         |      | Qty, Tray (slide-out) - 04                                                                                                                                  |     |
|      |         |      | Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date                                                                          |     |
|      |         |      | Material Finish, Tray - Painted - Spatter Gray                                                                                                              |     |
| 226  | 0647091 |      | Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides                                                                                                          | 4   |
|      |         |      | Qty, - 04                                                                                                                                                   |     |
|      |         |      | Location, Tray Slide-Out, Floor Mounted - RS1 and LS1                                                                                                       |     |
|      |         |      | Material Finish, Tray - Painted - Spatter Gray                                                                                                              |     |
| 227  | 0540317 |      | Toolboard, Swing-out, Alum, .188", Peg Board                                                                                                                | 2   |
|      |         |      | Qty - 2                                                                                                                                                     |     |
|      |         |      | Location, Pivot - Back                                                                                                                                      |     |
|      |         |      | Mounting, Toolboard - Adjustable Frt-back                                                                                                                   |     |
|      |         |      | Hole Diameter, Pegboard/Toolboard - .203" diameter                                                                                                          |     |
|      |         |      | Finish, Pegboard/Toolboard - Painted - Spatter Gray                                                                                                         |     |
|      |         |      | Location, Toolboard - LS2 - Full Height/Width and RS2 - Full Height/Width                                                                                   |     |
| 228  | 0567369 |      | Toolboard, Slide-out, Alum, .188", No Holes                                                                                                                 | 5   |
|      |         |      | location - TBD                                                                                                                                              |     |
|      |         |      | Qty - 5                                                                                                                                                     |     |
|      |         |      | Mounting, Toolboard - Adjustable side-side                                                                                                                  |     |
|      |         |      | Finish, Pegboard/Toolboard - Painted - Spatter Gray                                                                                                         |     |
| 229  | 0726441 |      | Partition, Trans Rear Compt                                                                                                                                 | 2   |
|      |         |      | Qty, Partition - 02                                                                                                                                         |     |
|      |         |      | Location, Partition - c) both sides                                                                                                                         |     |
|      |         |      | Material Finish, Partition - Painted - Spatter Gray                                                                                                         |     |
| 230  | 0004016 |      | Rub Rail, Aluminum Extruded, Side of Body                                                                                                                   | 1   |

| Line | Option  | Type | Option Description                                                                | Qty |
|------|---------|------|-----------------------------------------------------------------------------------|-----|
| 231  | 0784811 |      | Fender Crowns, Rear, Stainless, w/Removable Liner                                 | 1   |
|      |         |      | Material Finish, Fender Liner - Brushed Stainless                                 |     |
| 232  | 0519849 |      | Not Required, Hose, Hard Suction                                                  | 1   |
| 233  | 0626229 |      | Handrails, Side Pump Panels, Per Print                                            | 1   |
| 234  | 0004126 |      | Handrails, Beavertail, Standard                                                   | 1   |
| 235  | 0004136 |      | Handrail, Rear, Above Hose Bed                                                    | 1   |
|      |         |      | Handrail Finish - Knurled                                                         |     |
| 236  | 0648325 |      | Compt, Air Bottle, Double, Tri Door, Fender Panel                                 | 1   |
|      |         |      | Qty, Air Bottle Comp - 1                                                          |     |
|      |         |      | Door Finish, Fender Compt - Painted                                               |     |
|      |         |      | Location, Fender Compt - Double - LS Rear - Fuel Combo                            |     |
|      |         |      | Latch, Air Bottle Compt - Southco C2 Chrome Raised                                |     |
|      |         |      | Insert, Air Bottle Compt - W-Shaped Insert                                        |     |
| 237  | 0657522 |      | Compt, Air Bottle, Triple, Fender Panel                                           | 3   |
|      |         |      | Qty, Air Bottle Comp - 3                                                          |     |
|      |         |      | Door Finish, Fender Compt - Painted                                               |     |
|      |         |      | Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear    |     |
|      |         |      | Latch, Air Bottle Compt - Southco C2 Chrome Raised                                |     |
|      |         |      | Insert, Air Bottle Compt - Rubber Matting                                         |     |
| 238  | 0004225 |      | Ladder, 24' Duo-Safety 900A 2-Section                                             | 1   |
| 239  | 0004230 |      | Ladder, 14' Duo-Safety 775A Roof                                                  | 1   |
| 240  | 0812656 |      | Ladders Built Into Body RS RPH                                                    | 1   |
|      |         |      | Door, Material & Finish, Ladder Storage - smooth aluminum                         |     |
|      |         |      | Latch, Door Ladder Storage - D-Handle latch                                       |     |
|      |         |      | Hinge Location - Inboard                                                          |     |
| 241  | 0014245 |      | Ladder, 10' Duo-Safety Folding 585A, w/Mounting                                   | 1   |
|      |         |      | Location, Folding Ladder - Ladder Compartment                                     |     |
| 242  | 0733796 |      | Trough, Folding Ladder, Ladder Storage Btwn Tank & S.Sht                          | 1   |
|      |         |      | Location, Left Side, Right Side - Right Side                                      |     |
| 243  | 0588018 |      | Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Fiberglass, Pry End, RH-8 | 1   |
|      |         |      | Qty, - 01                                                                         |     |
| 244  | 0760175 |      | Tube, Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage                    | 1   |
|      |         |      | Qty, Pike Poles - 1                                                               |     |
|      |         |      | Location, Left Side, Right Side - Right Side                                      |     |
|      |         |      | Width, Notch, Pike Pole Tube - .75", Standard Notch                               |     |
| 245  | 0552649 |      | Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6      | 1   |
|      |         |      | Qty, - 01                                                                         |     |
|      |         |      | Location - rear                                                                   |     |
| 246  | 0816611 |      | Tube, Pike Pole 6', Built Into Body Ladder Storage                                | 1   |
|      |         |      | Qty, Pike Poles - 1                                                               |     |
|      |         |      | Location, Left Side, Right Side - Right Side                                      |     |
|      |         |      | Width, Notch, Pike Pole Tube - 1.38", NY Notch                                    |     |
| 247  | 0004379 |      | Bell, 12" Chrome w/Eagle, Mounted on Cab Corner                                   | 1   |
| 248  | 0785102 |      | Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident                   | 1   |
|      |         |      | Coating, Step - black                                                             |     |
|      |         |      | Location, Steps - Full Height Left and Right Side w/LED Light                     |     |
| 249  | 0592994 |      | Steps, Folding, Rear of Body, w/LED, Trident                                      | 1   |
|      |         |      | Coating, Step - black                                                             |     |
| 250  | 0007545 |      | 45" Control Zone Side Mount                                                       | 1   |
| 251  | 0035500 |      | Raised Pump House Structure, Side Control                                         | 1   |
| 252  | 0004435 |      | 2000 GPM CSU Waterous                                                             | 1   |
| 253  | 0004482 |      | Seal, Mechanical, Waterous                                                        | 1   |
| 254  | 0816447 |      | Trans, Pump, Waterous C22 Series                                                  | 1   |
| 255  | 0635600 |      | Pumping Mode, Stationary Only                                                     | 1   |
| 256  | 0605126 |      | Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous                  | 1   |
| 257  | 0003148 |      | Transmission Lock-up, EVS                                                         | 1   |
| 258  | 0004547 |      | Auxiliary Cooling System                                                          | 1   |
| 259  | 0014486 |      | Not Required, Transfer Valve, Single Stage Pump                                   | 1   |
| 260  | 0746501 |      | Valve, Relief Intake, Elkhart                                                     | 1   |
|      |         |      | Qty - 1                                                                           |     |
|      |         |      | Pressure Setting - 125 psig                                                       |     |
|      |         |      | Intake Relief Valve Control - Behind Right Side Pump Panel                        |     |

| Line | Option  | Type | Option Description                                                  | Qty |
|------|---------|------|---------------------------------------------------------------------|-----|
| 261  | 0826104 |      | Controller, Pressure, FRC, Pump Boss Max, PBA500                    | 1   |
|      |         |      | Pressure Governor Throttle Control - Clockwise                      |     |
|      |         |      | Pressure Governor Default Mode - RPM Setting                        |     |
|      |         |      | Pressure Governor Std/Metric - Standard psi readouts                |     |
|      |         |      | Pressure Governor Transducer - Single 600 PSI                       |     |
|      |         |      | Pressure Governor Alarm - NOT BE an additional alarm provided       |     |
| 262  | 0072153 |      | Primer, Trident, Air Prime, Air Operated                            | 1   |
| 263  | 0780364 |      | Manuals, Pump, (2) Total, Electronic Copies                         | 1   |
| 264  | 0602512 |      | Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone | 1   |
| 265  | 0089437 |      | Plumbing Without Foam System                                        | 1   |
| 266  | 0004645 |      | Inlets, 6.00" - 1250 GPM or Larger Pump                             | 1   |
| 267  | 0014650 |      | Pump Suction Tube(s), Short, All                                    | 1   |
| 268  | 0004646 |      | Cap, Main Pump Inlet, Long Handle, NST, VLH                         | 1   |
| 269  | 0084610 |      | Valves, Akron 8000 series- All                                      | 1   |
| 270  | 0016158 |      | Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"                | 2   |
|      |         |      | Qty, Inlets - 2                                                     |     |
| 271  | 0004700 |      | Control, Inlet, at Valve                                            | 1   |
| 272  | 0004660 |      | Inlet (1), Left Side, 2.50"                                         | 1   |
| 273  | 0723551 |      | Inlet (1), Right Side, 2.50"                                        | 1   |
| 274  | 0092569 |      | No Rear Inlet (Large Dia) Requested                                 | 1   |
| 275  | 0064116 |      | No Rear Inlet Actuation Required                                    | 1   |
| 276  | 0092696 |      | Not Required, Cap, Rear Inlet                                       | 1   |
| 277  | 0009648 |      | No Rear Intake Relief Valve Required on Rear Inlet                  | 1   |
| 278  | 0092568 |      | No Rear Auxiliary Inlet Requested                                   | 1   |
| 279  | 0723049 |      | Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle              | 1   |
| 280  | 0029043 |      | Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing                       | 1   |
| 281  | 0004905 |      | Outlet, Tank Fill, 1.50"                                            | 1   |
| 282  | 0820189 |      | Control, Outlets, Manual, Pierce HW if applicable                   | 1   |
| 283  | 0004940 |      | Outlet, Left Side, 2.50"                                            | 2   |
|      |         |      | Qty, Discharges - 02                                                |     |
| 284  | 0005091 |      | Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH   | 1   |
| 285  | 0092570 |      | Not Required, Outlets, Left Side Additional                         | 1   |
| 286  | 0035094 |      | Not Required, Elbow, Left Side Outlets, Additional                  | 1   |
| 287  | 0004945 |      | Outlet, Right Side, 2.50"                                           | 1   |
|      |         |      | Qty, Discharges - 01                                                |     |
| 288  | 0025091 |      | Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH  | 1   |
| 289  | 0092571 |      | Not Required, Outlets, Right Side Additional                        | 1   |
| 290  | 0089584 |      | Not Required, Elbow, Right Side Outlets, Additional                 | 1   |
| 291  | 0816625 |      | Outlet, Large Diameter, Right Side, Akron Valve                     | 1   |
|      |         |      | Outlet, Large Diameter, Plumbing - 4.00"                            |     |
|      |         |      | Outlet, Large Diameter, NST Adapter - 4.00" MNST                    |     |
|      |         |      | Outlet, Large Diameter, Valve Actuation - Pierce large handwheel    |     |
| 292  | 0005097 |      | Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz           | 1   |
|      |         |      | Qty, - 01                                                           |     |
| 293  | 0092572 |      | Not Required, Outlet, Front                                         | 1   |
| 294  | 0092575 |      | Not Required, Outlet, Rear                                          | 1   |
| 295  | 0045099 |      | Not Required, Elbow, Rear Outlets                                   | 1   |
| 296  | 0092574 |      | Not Required, Outlet, Rear, Additional                              | 1   |
| 297  | 0085695 |      | Not Required, Elbow, Rear Outlets, Large, Additional                | 1   |
| 298  | 0820322 |      | Outlet, Front HB, 2.50" w/3.00" Plumbing                            | 2   |
|      |         |      | Qty, Discharges - 02                                                |     |
|      |         |      | Location, Outlet - c) one (1) each side                             |     |
| 299  | 0752097 |      | Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain              | 1   |
| 300  | 0723042 |      | Valve, 0.75" Bleeder, Discharges, "T" Swing Handle                  | 1   |
| 301  | 0820280 |      | Outlet, 3.00" Deluge Riser                                          | 1   |
| 302  | 0563671 |      | Monitor, Akron 3431 Hi-Riser- No Ground Base                        | 1   |
|      |         |      | Monitor Finish - Painted to Match Upper Body                        |     |
| 303  | 0046968 |      | Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper               | 1   |
| 304  | 0005070 |      | Deluge Mount, NPT                                                   | 1   |
| 305  | 0723726 |      | Speedlay Module Not Required                                        | 1   |
| 306  | 0722432 |      | Hose Restraint Not Required, No Speedlay Module                     | 1   |
| 307  | 0723395 |      | Speedlays, Not Required                                             | 1   |

| Line | Option  | Type | Option Description                                                                | Qty |
|------|---------|------|-----------------------------------------------------------------------------------|-----|
| 308  | 0723394 |      | Speedlays, Not Required                                                           | 1   |
| 309  | 0029167 |      | (2+) 1.50" Standard Capacity Crosslays                                            | 2   |
|      |         |      | Qty, Crosslays - 2                                                                |     |
| 310  | 0090442 |      | 2.50" Standard Capacity Crosslay                                                  | 1   |
| 311  | 0623374 |      | Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides     | 3   |
|      |         |      | Qty, - 03                                                                         |     |
|      |         |      | Color, Strap - Black                                                              |     |
| 312  | 0029260 |      | No Speedlays                                                                      | 1   |
| 313  | 0750536 |      | Hose Restr, Spdly, Not Required, No Spdly                                         | 1   |
| 314  | 0590891 |      | Hose Restraint, Crosslay/Deadlay, Velcro Straps, Top                              | 2   |
|      |         |      | Qty, - 02                                                                         |     |
| 315  | 0019853 |      | Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH             | 1   |
| 316  | 0044333 |      | Foam System Not Required                                                          | 1   |
| 317  | 0012126 |      | Not Required, CAF Compressor                                                      | 1   |
| 318  | 0552517 |      | Not Required, Refill, Foam Tank                                                   | 1   |
| 319  | 0042573 |      | Not Required, Foam System Demonstration                                           | 1   |
| 320  | 0045465 |      | Not Required, Foam Tanks                                                          | 1   |
| 321  | 0091110 |      | Not Required, Foam Tank Drain                                                     | 1   |
| 322  | 0091079 |      | Not Required, Foam Tank #2                                                        | 1   |
| 323  | 0091112 |      | Not Required, Foam Tank #2 Drain                                                  | 1   |
| 324  | 0738072 |      | Approval Dwg, Pump Panel(s), Not Required                                         | 1   |
| 325  | 0032479 |      | Pump Panel Configuration, Control Zone                                            | 1   |
| 326  | 0629252 |      | Material, Pump Panels, Side Control Black Vinyl                                   | 1   |
|      |         |      | Material Finish, Pump Panel, Side Control - Black Vinyl                           |     |
|      |         |      | Material, Pump Panel, Side Control - Aluminum                                     |     |
| 327  | 0721776 |      | Panel, Pump Access - Right Side, Hinged, Side Control                             | 1   |
|      |         |      | Hinge Location - Forward                                                          |     |
|      |         |      | Latch, Pump Panel Access, Side Mount - Flush Trigger, Chrome                      |     |
| 328  | 0583824 |      | Light, Pump Compt, Wln 3SC0CDCR LED White                                         | 1   |
|      |         |      | Qty, - 01                                                                         |     |
| 329  | 0586382 |      | Gauges, Engine, Included With Pressure Controller                                 | 1   |
| 330  | 0005601 |      | Throttle, Engine, Incl'd w/Press Controller                                       | 1   |
| 331  | 0739224 |      | Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green | 1   |
| 332  | 0549333 |      | Indicators, Engine, Included with Pressure Controller                             | 1   |
| 333  | 0745568 |      | Indicator Light, Pump Panel, Ok To Pump, Green                                    | 1   |
| 334  | 0511078 |      | Gauges, 4.00" Master, Class 1, 30"-0-600psi                                       | 1   |
| 335  | 0511100 |      | Gauge, 2.00" Pressure, Class 1, 30"-0-400psi                                      | 1   |
| 336  | 0062586 |      | Gauge, Water Level, Class 1, Pierce Std                                           | 1   |
| 337  | 0006774 |      | Not Required, Foam Level Gauge                                                    | 1   |
| 338  | 0593161 |      | Light Shield, S/S LED                                                             | 1   |
| 339  | 0887754 |      | Air Horns, (2) Hadley, Rectangular Bell, Through Underslung Bumper Flange         | 1   |
| 340  | 0606835 |      | Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)     | 1   |
| 341  | 0757092 |      | Control, Air Horn, Multi Select                                                   | 1   |
| 342  | 0757076 |      | Control, Air Horn, Lanyard, RS                                                    | 1   |
|      |         |      | Lanyard - Link Chain, Vinyl Tubing                                                |     |
| 343  | 0757077 |      | Control, Air Horn, Lanyard, LS                                                    | 1   |
|      |         |      | Lanyard - Link Chain, Vinyl Tubing                                                |     |
| 344  | 0525667 |      | Siren, Wln 295SLSA1, 100 or 200 Watt                                              | 1   |
| 345  | 0790527 |      | Location, Electronic Siren, Center Dash Switch Panel, Saber FR, Enf               | 1   |
|      |         |      | Location, Electronic Siren - switch panel # 7                                     |     |
| 346  | 0076156 |      | Control, Elec Siren, Head Only                                                    | 1   |
| 347  | 0601306 |      | Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt      | 1   |
|      |         |      | Connection, Speaker - siren head                                                  |     |
| 348  | 0601565 |      | Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)                           | 1   |
| 349  | 0895310 |      | Siren, Federal Q2B                                                                | 1   |
|      |         |      | Finish, Q2B Siren - Chrome                                                        |     |
| 350  | 0630659 |      | Siren, Mechanical, Mounted Above Deckplate, Under Slung Bumper                    | 1   |
|      |         |      | Location, Siren, Mech - a) Left                                                   |     |
| 351  | 0748305 |      | Control, Mech Siren, Multi Select                                                 | 1   |
| 352  | 0890124 |      | Control Mech Siren, Ft Sw LS, Loc                                                 | 1   |
|      |         |      | Location - on angled surface inside door frame                                    |     |



| Line | Option  | Type | Option Description                                                          | Qty |
|------|---------|------|-----------------------------------------------------------------------------|-----|
| 353  | 0895055 |      | Control Mech Siren, Ft Sw RS, Interlock                                     | 1   |
|      |         |      | Control, Interlocks - E Master On                                           |     |
| 354  | 0736165 |      | Sw, Siren Brake, Momentary, RS Overhead Sw Pnl                              | 1   |
| 355  | 0736164 |      | Sw, Siren Brake, Momentary, LS Overhead Sw Pnl                              | 1   |
| 356  | 0746353 |      | Not Required, Warning Lights Intensity                                      | 1   |
| 357  | 0791246 |      | Lightbar, Wln, Freedom IV-Q, 81", RRRsrRWRROptRRWRsrRRR                     | 1   |
|      |         |      | Opticom Priority - b) High                                                  |     |
|      |         |      | Opticom Activation - E-Master                                               |     |
|      |         |      | Momentary Opticom Activation - No Activation                                |     |
|      |         |      | Filter, Whl Freedom Ltbrs - No Filters                                      |     |
| 358  | 0016380 |      | No Additional Lights Req'd, Side Zone Upper                                 | 1   |
| 359  | 0756009 |      | Lights, Front Zone, Wln M6** LED, Blk Trm, in Common Bzl                    | 1   |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Lt DS Front - Left Red                                               |     |
|      |         |      | Color, Lt PS Front - Right Red                                              |     |
| 360  | 0888271 |      | Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, Blk Trim, 3pr, Ovr 25    | 1   |
|      |         |      | Location, Lights Front Side - b)each side bumper                            |     |
|      |         |      | Color, Lt Side Front - Red                                                  |     |
|      |         |      | Color, Lt Side Middle - Red                                                 |     |
|      |         |      | Color, Lt Side Rear - Red                                                   |     |
|      |         |      | Location, Lights Mid Side - Rearward of Crew Cab Doors                      |     |
|      |         |      | Location, Lights Rear Side - Over Rear Wheels                               |     |
| 361  | 0745867 |      | Lights, Side, Wln M9** LED, Trm Fet 1st                                     | 2   |
|      |         |      | Location, Lights - upper front body corner of hatch compartment             |     |
|      |         |      | Qty, - 02                                                                   |     |
|      |         |      | Color, Lights, Warning - Red                                                |     |
|      |         |      | Control, Light - b) side warning                                            |     |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 362  | 0564655 |      | Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing          | 1   |
|      |         |      | Color, Lt DS Rear - r) DS Rear Lt Red                                       |     |
|      |         |      | Color, Lt PS Rear - r) PS Rear Lt Red                                       |     |
| 363  | 0898856 |      | Lights, Rear, Wln M9# LED, Split Color, Clear Lens, 1st                     | 2   |
|      |         |      | Location - mid height of rear body bulkhead, one each side of truck.        |     |
|      |         |      | Qty, - 02                                                                   |     |
|      |         |      | Control, Light - c) rear lower warning                                      |     |
|      |         |      | Color, Lt Rear Splt - Red out Amber in                                      |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 364  | 0734069 |      | Lights, Rear/Side Up Zone, Wln M9** M9** M9** M9** 4lts                     | 1   |
|      |         |      | Color, Lens, LED's - Clear                                                  |     |
|      |         |      | Color, Lt, Side Rear Upper DS - Red                                         |     |
|      |         |      | Color, Lt, Side Rear Upper PS - Red                                         |     |
|      |         |      | Color, Lt, Rear Upper DS - Red                                              |     |
|      |         |      | Color, Lt, Rear Upper PS - Red                                              |     |
|      |         |      | Color, Trim - Black Trim                                                    |     |
| 365  | 0006551 |      | Not Required, Lights, Rear Upper Zone Blocking                              | 1   |
| 366  | 0016610 |      | Mtg, Rear Warn Lts, Std Mt, S/S Brkts                                       | 1   |
|      |         |      | Material, Bracket - Polished S/S                                            |     |
| 367  | 0759107 |      | Lights, Traffic Directing, Wln WIONSMC* Amber LED, 6 Lts, TACTL5            | 1   |
|      |         |      | Activation, Traffic Dir L - Control Head Only                               |     |
| 368  | 0529860 |      | Location, TDL, Surface Mounted Over Rear Door                               | 1   |
| 369  | 0530282 |      | Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End        | 1   |
| 370  | 0519934 |      | Not Required, Brand, Hydraulic Tool System                                  | 1   |
| 371  | 0649753 |      | Not Required, PTO Driven Hydraulic Tool System                              | 1   |
| 372  | 0816508 |      | NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept | 1   |
| 373  | 0816941 |      | Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024               | 1   |
| 374  | 0027023 |      | No Strainer Required                                                        | 1   |
| 375  | 0816939 |      | Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department          | 1   |
| 376  | 0820493 |      | Not Required, Extinguisher, 2.5 Gal, Fire Department Omits, NFPA/ULC 2024   | 1   |
| 377  | 0816998 |      | Axe, Flathead, Provided by Fire Department                                  | 1   |
| 378  | 0817000 |      | Axe, Pickhead, Provided by Fire Department                                  | 1   |
| 379  | 0607712 |      | Paint Process/Environmental                                                 | 1   |

| Line | Option  | Type | Option Description                                               | Qty |
|------|---------|------|------------------------------------------------------------------|-----|
| 380  | 0826031 |      | Paint, Two-Tone Color, Saber, PMFD                               | 1   |
|      |         |      | Paint Color, Upper Area, Predefined - #101 Black PMFD            |     |
|      |         |      | Shield, Cab - Standard Shield                                    |     |
|      |         |      | Paint Color, Lower Area, Predefined - #90 Red PMFD               |     |
|      |         |      | Paint Break, Cab - Standard Two-Tone Cab Break                   |     |
| 381  | 0826044 |      | Single Color Body Paint                                          | 1   |
|      |         |      | Paint, Body - Match Cab #90 Red PMFD                             |     |
| 382  | 0646901 |      | Paint Chassis Frame Assy, With Liner, E-Coat, Standard           | 1   |
|      |         |      | Paint Color, Frame Assembly, Predefined - Standard Black         |     |
| 383  | 0693797 |      | No Paint Required, Aluminum Front Wheels                         | 1   |
| 384  | 0693792 |      | No Paint Required, Aluminum Rear Wheels                          | 1   |
| 385  | 0733739 |      | Paint, Axle Hubs                                                 | 1   |
|      |         |      | Paint, Axle Hub - Lower Job Color                                |     |
| 386  | 0007234 |      | Compartment, Unpainted, D/A Finished                             | 1   |
| 387  | 0544129 |      | Reflective Band, 1"-6"-1"                                        | 1   |
|      |         |      | Color, Reflect Band - A - a) white                               |     |
|      |         |      | Color, Reflect Band - B - l) white                               |     |
|      |         |      | Color, Reflect Band - C - w) white                               |     |
| 388  | 0007356 |      | Reflective across Cab Face                                       | 1   |
| 389  | 0819898 |      | Stripe, Chevron, Rear, Reflective, NFPA/ULC 2024, Pumper         | 1   |
|      |         |      | Color, Reflect Band - A - e) black                               |     |
|      |         |      | Color, Reflect Band - B - m) red                                 |     |
| 390  | 0065687 |      | Stripe, Reflective, Cab Doors Interior                           | 1   |
|      |         |      | Color, Reflective - a) white                                     |     |
| 391  | 0033179 |      | Lettering Specifications, Reflective                             | 1   |
| 392  | 0686120 |      | Lettering, Reflective, 9.00", (21-40)                            | 1   |
|      |         |      | Outline, Lettering - Outline and Shade                           |     |
| 393  | 0655896 |      | Sign Kit, Painted, Holder and Insert, Each                       | 2   |
|      |         |      | Location - Front bumper and rear body                            |     |
|      |         |      | Qty, - 02                                                        |     |
|      |         |      | Size - 10" high x 12" wide                                       |     |
| 394  | 0684183 |      | Emblem, Maltese Cross, Reflective, 18"-20", Pair                 | 1   |
|      |         |      | Qty, - 01                                                        |     |
|      |         |      | Location, Emblem - tbd                                           |     |
| 395  | 0619273 | SP   | Emblem, Waving American Flag, Upper Body Side Sheets             | 1   |
| 396  | 0772003 |      | Manual, Fire Apparatus Parts, USB Flash Drive, Custom            | 1   |
|      |         |      | Qty, - 01                                                        |     |
| 397  | 0772037 |      | Manual, Chassis Service, USB Flash Drive, Custom                 | 1   |
|      |         |      | Qty, - 01                                                        |     |
| 398  | 0773381 |      | Manual, Chassis Operation, (1) USB Flash Drive, Custom           | 1   |
| 399  | 0030008 |      | Warranty, Basic, 1 Year, Apparatus, WA0008                       | 1   |
| 400  | 0735523 |      | Warranty, Engine, Paccar MX13, 5 Year, WA0386                    | 1   |
| 401  | 0684953 |      | Warranty, Steering Gear, Sheppard M110, 3 Year WA0201            | 1   |
| 402  | 0596017 |      | Warranty, Frame, 50 Year, Custom Chassis, WA0013                 | 1   |
| 403  | 0595698 |      | Warranty, Axle, 3 Year, TAK-4, WA0050                            | 1   |
| 404  | 0610485 |      | Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor | 1   |
| 405  | 0652758 |      | Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232        | 1   |
| 406  | 0019914 |      | Warranty, Structure, 10 Year, Custom Cab, WA0012                 | 1   |
| 407  | 0744240 |      | Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055                  | 1   |
| 408  | 0695416 |      | Warranty, Pierce Camera System, WA0188                           | 1   |
| 409  | 0708760 |      | Warranty, Not Applicable, LED Strip Lights                       | 1   |
| 410  | 0046369 |      | Warranty, 5-year EVS Transmission, Standard Custom, WA0187       | 1   |
| 411  | 0685945 |      | Warranty, Transmission Cooler, WA0216                            | 1   |
| 412  | 0688798 |      | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195           | 1   |
| 413  | 0596025 |      | Warranty, Structure, 10 Year, Body, WA0009                       | 1   |
| 414  | 0693126 |      | Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185    | 1   |
| 415  | 0734463 |      | Warranty, Pump, Waterous, 7 Year Parts, WA0382                   | 1   |
| 416  | 0648675 |      | Warranty, 10 Year S/S Pumbing, WA0035                            | 1   |
| 417  | 0641372 |      | Warranty, Foam System, Not Available                             | 1   |
| 418  | 0595820 |      | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057                 | 1   |
| 419  | 0595412 |      | Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168         | 1   |
| 420  | 0596306 |      | Warranty, Extended, 3 Year, Pierce Body, Class H, WA0097         | 1   |

| Line | Option  | Type | Option Description                                                               | Qty |
|------|---------|------|----------------------------------------------------------------------------------|-----|
| 421  | 0596347 |      | Warranty, Extended, 3 Year, Custom Chassis, Class M, WA0061                      | 1   |
| 422  | 0819254 |      | Certification, Vehicle Stability, CD0196                                         | 1   |
| 423  | 0808565 |      | Certification, Engine Installation, Enf, Paccar MX, 2027                         | 1   |
| 424  | 0686786 |      | Certification, Power Steering, CD0098                                            | 1   |
| 425  | 0892691 |      | Certification, Cab Integrity, Saber FR/Enforcer, CD0189                          | 1   |
| 426  | 0631973 |      | Certification, Cab Door Durability, Saber FR/Enforcer, CD0137                    | 1   |
| 427  | 0631978 |      | Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132            | 1   |
| 428  | 0631974 |      | Certification, Electric Window Durability, Saber FR/Enforcer, CD0133             | 1   |
| 429  | 0631977 |      | Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134         | 1   |
| 430  | 0823238 |      | Certification, Stepping, Standing & Walking Areas, Slip Resistance, CD0197       | 1   |
| 431  | 0735949 |      | Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175 | 1   |
| 432  | 0545073 |      | Amp Draw Report, NFPA Current Edition                                            | 1   |
| 433  | 0002758 |      | Amp Draw, NFPA/ULC Radio Allowance                                               | 1   |
| 434  | 0799247 |      | Appleton/Florida Stock Unit                                                      | 1   |
| 435  | 0000017 |      | FLORIDA DIVISION BODY                                                            | 1   |
| 436  | 0000012 |      | PIERCE CHASSIS                                                                   | 1   |
| 437  | 0735525 |      | PACCAR MX13 ENGINE                                                               | 1   |
| 438  | 0046396 |      | EVS 4000 Series TRANSMISSION                                                     | 1   |
| 439  | 0020011 |      | WATEROUS PUMP                                                                    | 1   |
| 440  | 0020009 |      | POLY TANK                                                                        | 1   |
| 441  | 0028047 |      | NO FOAM SYSTEM                                                                   | 1   |
| 442  | 0020006 |      | SIDE CONTROL                                                                     | 1   |
| 443  | 0020007 |      | AKRON VALVES                                                                     | 1   |
| 444  | 0020015 |      | ABS SYSTEM                                                                       | 1   |
| 445  | 0755450 |      | PIERCE MFG BODY                                                                  | 1   |



**CITY COUNCIL  
ACTION REPORT**  
**Meeting Date:** April 28, 2025  
**A/R No.:** 2025-155

**Department:** Finance

**Submitted By:** Vicki McClure, Director  
Finance

**Subject:** Ordinance of the City of Liberty, Missouri authorizing the Mayor to execute a property maintenance funding agreement with Pace Properties, Inc. and The Liberty Commons Community Improvement District for maintenance of the Liberty Commons Shopping Center

**Summary:**

- Establishes a funding agreement for ongoing maintenance and improvements within the Liberty Commons Community Improvement District
- The District was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act sections 67.1401 through 67.1571.
- The District, pursuant to Sections 67.1461.1(22) of the CID Act, may exercise its powers to contract for cleaning, maintenance and other services to public and private property located within the District.

The District and the City are each desirous of facilitating the work and are willing to utilize the Surplus Funds to fund or reimburse costs of the work, all in accordance with and subject to the terms and conditions of this agreement.

- Pace Properties Inc. estimates the cost of work to be \$422,655.52.
- The City agrees that a deposit for the paving contractor, Conway Asphalt Paving, will be required before the work begins in an amount of up to twenty-five percent (25%) of the cost estimate.

**Background:**

On February 9, 2015, the City entered into the Liberty Commons Tax Increment Financing Contract (the "Redevelopment Agreement") with the developer, authorizing the developer to redevelop the redevelopment area. Pursuant to the Redevelopment Agreement, the developer is obligated to construct and complete the private and public improvements, all in accordance with the requirements contained in the Redevelopment Agreement. The private project improvements consist of the demolition of the majority of an existing shopping center and construction of a new commercial inline shopping center and approximately five pad sites which include a hotel. The public project improvements consist of various street improvements and signalization in and around the redevelopment area. The private project improvements and the public project improvements are referred to herein collectively as the "Project." The Project consists of 335,000 square feet of redeveloped improvements; 235,000 square feet of commercial inline space, a 64,000-square-foot hotel and about 36,000 square feet of pad sites.

Since 2015, the developer has neglected to keep up with the maintenance and needed improvements of the Liberty Commons Shopping District. The approval of this ordinance will allow the CID Board to approve any necessary future ongoing maintenance projects and any improvement projects.

The list of the improvements and maintenance items includes the following:

- Property curb and gutter repairs - \$137,130.00
- Sidewalk Replacement - \$1,500.00
- Concrete apron replacement - \$22,500.00
- Asphalt repairs - \$77,000.00
- Crack Seal - \$13,000.00
- Striping - \$18,850.00
- Sealcoat - \$83,860.75
- Landscaping Repairs - \$20,391.54
- Landscaping irrigation repairs - \$10,000.00
- Constuction Management Fees - \$38,423.23

For a total of \$422,655.52 to be paid for or reimbursed from the CID Surplus Funds.

**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:**

|                     |                               |         |
|---------------------|-------------------------------|---------|
| <b>Budgeted:</b>    | Line Item:                    | Amount: |
|                     | Line Item:                    | Amount: |
|                     | Revenue Line (if applicable): | Amount: |
| <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                     | Line Item:                    |         |
|                     | Funding Source:               | Amount: |

**Attachments:**

1. Ordinance re Approving Liberty Commons Shopping Center Property Maintenance Funding Agmt
2. Liberty Commons Property Maintenance Funding Agmt

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LIBERTY, MISSOURI AUTHORIZING THE  
MAYOR TO EXECUTE A PROPERTY MAINTENANCE FUNDING AGREEMENT WITH  
PACE PROPERTIES, INC. AND THE LIBERTY COMMONS COMMUNITY  
IMPROVEMENT DISTRICT FOR MAINTENANCE OF THE LIBERTY COMMONS  
SHOPPING CENTER

WHEREAS, the Liberty Commons Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act") and City Ordinance 10415 to facilitate the development of the Liberty Commons Shopping Center (the "Center"); and

WHEREAS, the City owns real property within the District and is also a party to certain Financing Agreement between the City, District, and other parties dated September 1, 2015 related to the Center approved by City Ordinance No. 10424, and the City maintains custody of certain District special assessment surplus funds pursuant to said contract which may be expended for any allowable purpose under the CID Act (the "Surplus Funds"); and

WHEREAS, the District, pursuant to Sections 67.1461.1(22) of the CID Act, may exercise its powers to contract for cleaning, maintenance, and other services to public and private property located within the District, including the Center; and

WHEREAS, Pace Properties, Inc. ("Pace") serves as a property manager for the Center and has proposed to arrange for provision of maintenance and other services of certain private property within the District specifically intended to restore the Center consistent with the original plans for its development (the "Work"), and the District and the City each desire to facilitate the Work and are willing to utilize the Surplus Funds to fund or reimburse costs of the Work, all in accordance with and subject to the terms and conditions of an agreement proposed between the City, the District, and Pace attached as Exhibit 1 hereto.

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

SECTION I

The City Council hereby approves the Property Maintenance Funding Agreement attached as Exhibit 1 hereto and authorizes the Mayor to execute and deliver said agreement to the District and to Pace.

SECTION II

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 Council this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ORDINANCE NO. \_\_\_\_\_ (CONT.)

EXHIBIT 1

(see attached contract)



## EXHIBIT 1

### PROPERTY MAINTENANCE FUNDING AGREEMENT

**THIS PROPERTY MAINTENANCE FUNDING AGREEMENT** (this “**Agreement**”), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and among the LIBERTY COMMONS COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri (the “**District**”); the CITY OF LIBERTY, MISSOURI, a Missouri municipal corporation operating pursuant to a special charter (the “**City**”); and Pace Properties, Inc., a Missouri corporation, with a principal address of 1401 South Brentwood Blvd., Suite 900, Brentwood, MO 63144 (“**Pace**”).

#### RECITALS

**A.** The District was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”) to facilitate the development of the Liberty Commons Shopping Center (the “**Project**”).

**B.** The City is the fee owner of certain real property within the boundaries of the District and is also a party to certain development and financing agreements entered into in connection with the Project. The City further maintains custody of certain District special assessment surplus funds pursuant to contract and has certain discretion over the expenditure of said funds for any allowable purpose under the CID Act, all as provided for in a Financing Agreement between the City, District, and other parties dated September 1, 2015 relating to the Project (the “**Surplus Funds**”).

**C.** The District, pursuant to Sections 67.1461.1(22) of the CID Act, may exercise its powers to contract for cleaning, maintenance, and other services to public and private property located within the District.

**D.** Pace has proposed to arrange for provision of maintenance and other services of certain private property within the District specifically intended to restore the Project consistent with the original Project plans (the “**Work**”). The District and the City are each desirous of facilitating the Work and are willing to utilize the Surplus Funds to fund or reimburse costs of the Work, all in accordance with and subject to the terms and conditions of this Agreement.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District, the City, and Pace each hereby agrees as follows:

**1. Work.**

**a. Scope of Work.** The Work to be completed pursuant to this Agreement is listed in the Estimate, defined below.

**b. Performance of Work.** Pace shall contract for or otherwise provide all labor, tools, materials, and equipment necessary to complete the Work. The Work shall be performed at all times in a clean, safe, and workmanlike manner including clean-up of the surrounding area. In performing work on the Work, Pace, or any contractor or subcontractor, shall not unreasonably block sidewalks, driving lanes, or other travel areas and surfaces for a period of time longer than necessary to complete the Work, shall exercise due care, and shall clean up and remove all tools and materials upon completion. Pace represents that it has legal rights of access to the Project

sufficient to cause the Work to be completed and will maintain such rights of access during the performance of the Work.

**2. Costs.** Pace estimates the cost of the Work to be \$422,655.52. The cost estimate prepared by Pace is attached as **Exhibit A** hereto and is incorporated herein by this reference (the “**Estimate**”). The parties agree that individual line items shown on the Estimate may be completed and inspected independent of other line items. In addition, the City agrees that a deposit for the paving contractor, Conway Asphalt Paving, will be required before that work begins in the amount of up to twenty-five percent (25%) of the cost estimate, and City shall pay such deposit promptly upon request, out of the Surplus Funds, with the entire amount of such deposit being a credit to be applied to the total cost of such work.

**3. City Inspection of Work.**

**a. Permitted Work.** Pace shall apply for permits from the City for any portion of the Work that is required to be permitted by the City’s ordinances or other applicable law, and any City inspections of such work shall be completed in the same manner as with other building permits, except that the City shall use reasonable efforts to expedite inspections of completed work.

**b. Other Work.** Any portion of the Work for which no City permit is required may also be inspected by the City to ensure it has been performed substantially in accordance with this Agreement. Any deficiencies identified by the City shall be communicated to Pace with specific requirements for correction. The City shall use reasonable efforts to expedite all inspections of completed work and communications to Pace related thereto.

**4. Disbursement Requests.** Upon (a) completion and approved inspection of an item or a portion of an item that may be separately calculated, such as linear feet of curbing, or (b) written waiver of inspection and acceptance by the City of completion of an item, Pace may submit a payment request with a certificate in form and substance as **Exhibit B** to the City for the actual costs of completion of such item or designated portion thereof, provided that such costs shall not exceed the line item estimate by more than ten percent (10%) without advance written approval of the City. The costs to complete an item may include an administrative fee to be collected by Pace not to exceed ten percent (10%) of the line item cost. Such administrative fee may be applied to a cost previously paid by a deposit pursuant to Section 2 above, but not until after work sufficient to account for the costs covered by such deposit is completed. Pace shall provide such documentation as City may reasonably require to complete such payments, including without limitation W-9 forms for Pace and each contractor to receive payment.

**5. Disbursements.** Upon receipt from Pace of a payment request in compliance with the requirements above, the City shall promptly make payment of the principle amount due to the contractor(s) who have completed work as specified in such payment request, with a separate payment of the associated administrative fee to Pace. Any division of administrative fees between Pace and the Developer shall be handled subject to separate agreement between those parties, and the City shall have no liability to the Developer for payment of said fees once payment is remitted to Pace. **Notwithstanding any other provision of this Agreement, the liability of the City and the District pursuant to this Agreement shall not exceed a total of the sum of four hundred seventy thousand dollars (\$470,000).**

**6. Time for Performance; Force Majeure.** This Agreement shall be effective upon the Effective Date. Subject to receipt of applicable required permits, if any, Pace shall (a) commence the Work within two (2) business days from the Effective Date as weather conditions permit, (b) faithfully and diligently pursue work on the Work until its completion, unless the City releases Pace of the obligation to

complete any specific line item of the Estimate in writing, and (c) cause all Work to be completed no later than **August 31, 2025**, or such later date as the City may approve in writing.

**7. Planning for Fountain Area.** Pace shall lead efforts to investigate feasible options for replacement of the existing fountain area within the Project site with a decorative landscaping or seating area, or such other amenity as may be agreed upon by Pace and the City.

**8. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

- (i) In the case of the District, to:  
Liberty Commons Community Improvement District  
City Hall  
101 E. Kansas Street  
Liberty, Missouri 64068  
Attention: Chair  
with a copy to:  
Cunningham, Vogel & Rost, P.C.  
3660 S. Geyer Road, Suite 340  
St. Louis, Missouri 63127  
Attention: Greg Dohrman, Esq.
- (ii) In the case of the City, to:  
City of Liberty, Missouri  
City Hall  
101 E. Kansas Street  
Liberty, Missouri 64068  
Attention: City Administrator  
with a copy to:  
City Attorney  
101 E. Kansas Street  
Liberty, Missouri 64068
- (ii) In the case of Pace, to:  
Pace Properties, Inc.  
1401 S. Brentwood Blvd., Suite 900  
St. Louis, Missouri 63144  
Attention: General Counsel  
with a copy to:  
Tina Brown  
Pace Properties, Inc.  
4400 College Blvd  
Suite 180  
Overland Park, Kansas 66211

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

**9. Indemnification.** To the fullest extent permitted by law, Pace agrees to defend with counsel selected by the City, and indemnify and hold harmless the City and the District, including their officers, engineers, representatives, agents, and employees, from and against any and all liabilities, damages, losses,

claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or the District, arising from negligent acts, errors, or omissions of Pace, or claims relating thereto, under the terms of this Contract. Pace shall not be liable for any loss or damage attributable solely to the negligence of the City or the District. Nothing in this Agreement shall require the City or the District to indemnify Pace.

**10. Accounting.** During the period of this Contract, Pace shall maintain books and accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City and the District shall, at reasonable times, have access to these books and accounts to the extent required to verify all costs claimed in the disbursement requests provided for in this Agreement.

**11. Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one agreement. Signature pages to this Agreement transmitted by electronic means will have the same legal effect as manually executed signature pages.

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

LIBERTY COMMONS COMMUNITY  
IMPROVEMENT DISTRICT (the "**District**")

By: \_\_\_\_\_  
Vicki McClure, Chair

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF LIBERTY, MISSOURI (the "**City**")

By: \_\_\_\_\_  
Greg Canuteson, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Ranes, Deputy City Clerk

PACE PROPERTIES, INC. ("**Pace**")

By: \_\_\_\_\_  
George F. Meyer III, President

ATTEST:

\_\_\_\_\_

## EXHIBIT A

| 2025 Deferred Property Maintenance |                     |                                                                                                                                |
|------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Scope Of Work                      | Estimated Cost      | Notes                                                                                                                          |
| Property curb and gutter repairs   | \$137,130.00        | Numerous failed curb sections to be replaced. Approximately 3,265LF                                                            |
| Sidewalk replacement               | \$1,500.00          | Remove and replace 150 square feet of sidewalk                                                                                 |
| Concrete apron replacement         | \$22,500.00         | Remove and replace concrete apron near Saltgrass per city specifications                                                       |
| Asphalt repairs                    | \$77,000.00         | Mil/overlay 37,000 square feet of asphalt. 3,265SF of asphalt wedging where the curb and gutter will be replaced.              |
| Crack Seal                         | \$13,000.00         | Complete 20,000 linear feet of crackfill                                                                                       |
| Striping                           | \$18,850.00         | Stripe entire lot                                                                                                              |
| Sealcoat                           | \$83,860.75         | Sealcoat common area parking lot. 57,835SF.                                                                                    |
| Landscape repairs                  | \$20,391.54         | Install 13 Maple trees, 3 elm trees, 2 redbud trees, 2 spruce trees and one juniper tree. Remove and replace 48 dead boxwoods  |
| Landscape irrigation repairs       | \$10,000.00         | Price is an estimate. Actual price will vary pending the initial startup and investigate which will be completed in the spring |
| <b>CM Fees</b>                     | <b>\$38,423.23</b>  |                                                                                                                                |
| <b>Total</b>                       | <b>\$422,655.52</b> |                                                                                                                                |

**EXHIBIT B**  
**CERTIFICATE OF ELIGIBLE COSTS**

**Re: Eligible Project Costs**

Terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain **PROPERTY MAINTENANCE FUNDING AGREEMENT** (the “**Agreement**”) dated \_\_\_\_\_, 2025, by and among the LIBERTY COMMONS COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri (the “**District**”); the CITY OF LIBERTY, MISSOURI, a Missouri municipal corporation operating pursuant to a special charter (the “**City**”); and PACE PROPERTIES, INC., a Missouri corporation, with a principal address of 1401 South Brentwood Blvd., Suite 900, Brentwood, MO 63144 (“**Pace**”).

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1**, attached hereto and incorporated herein by reference (collectively, the “*Project Costs*”), is a cost of the Work and is eligible under the Agreement to be paid to the contractor(s) performing such work.
2. The Projects Costs have not been paid by any other source.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from Surplus Funds, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon Pace any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith, nor is Pace aware of any such notice being served on any owner of property within the Project.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect, and such portion of the Work has been completed in accordance with such approvals and permits.
6. Pace is not in material default or breach of any term or condition of the Agreement.

Submitted this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

PACE PROPERTIES, INC. (“**Pace**”)

By: \_\_\_\_\_  
Name: Jeff Leeper