



Board of Aldermen Request for Action

MEETING DATE: 3/3/2026

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1551, Awarding Bid No. 26-02 Sanitary Sewer Rehabilitation to SAK Construction.

REQUESTED BOARD ACTION

A motion to approve Resolution 1551, awarding Bid No. 26-02, to SAK Construction, LLC for sanitary sewer rehabilitation in the amount of \$144,518.

SUMMARY

Cured in Place Pipe, also known as CIPP lining, is a method of trenchless pipe repair restoration used in existing pipe repair. This process is done to preserve the current pipes that have been damaged by leaks, cracks, intruding roots and rust. A fiberglass “sock” is saturated with an epoxy/resin and inserted into an existing pipe. Steam is sent through the liner pushing the liner against the wall of the old pipe and curing the resin. The result is a plastic liner providing a new smooth surface without intrusions such as tree roots. This also helps with infiltration into the sewer main. Finally, the service lines are re-established with a cutting tool that is sent through the pipe.

This method of maintenance is very practical, avoiding digging up mains, providing a smooth interior surface, seals cracks and leaks and provides additional structural strength to the sewer main.

Bids were opened on February 19, 2026 to complete work in multiple areas around downtown. 5 bids were received. The low bid is from SAK Construction in the amount of \$144,518.

Bidder	Total Bid
Insituform	\$164,681.00
Visu sewer	\$280,025.00
SAK	\$144,518.00
SMICO	\$144,758.80
HAVENS	\$162,309.50

PREVIOUS ACTION

This is an annual maintenance project

POLICY ISSUE

Maintaining infrastructure

FINANCIAL CONSIDERATIONS

This project is included in the 2026 Budget in an amount of \$150,000. Therefore, sufficient budget is available in the utility maintenance budget for this expense.

ATTACHMENTS

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Other: | |

RESOLUTION 1551

A RESOLUTION AWARDING BID NO. 26-02 TO SAK CONSTRUCTION LLC FOR SANITARY SEWER REHABILITATION IN THE AMOUNT OF \$144,518

WHEREAS, as part of the City's Sanitary Sewer Maintenance program is a process to reline sewer mains with an epoxy coated fiberglass "sock" tube; and

WHEREAS, the process called Cured in Place Pipe (CIPP) provides additional strength and seals cracks in the sewer mains; and

WHEREAS, this project continues the City's commitment to improving and maintaining the City's infrastructure; and

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from SAK Construction LLC is the most responsive and best bid received and the most advantageous to the City in the amount of \$144,518.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT Bid No. 26-02 is hereby awarded to SAK Construction, LLC in the amount of \$144,518.

FURTHER, THAT, the Sanitary Sewer Rehabilitation RFP #26-02 Agreement between the City of Smithville and SAK Construction, LLC is hereby approved in substantially the form attached hereto as **Exhibit A**, incorporated into this resolution as if fully set forth herein, and the appropriate official of the City is authorized to executed the same on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 3rd day of March, 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



107 W. Main St • Smithville, MO 64089

P: (816) 532-3897

**SANITARY SEWER
REHABILITATION RFP# 26-02
AGREEMENT**

RFP # 26-02- SANITARY SEWER REHABILITATION

THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING PROFESSIONAL SERVICE:

Sealed Bids for the construction of Cured In Place Pipe will be received, by the City of Smithville, Missouri, at the City Hall at 107 West Main Street, Smithville, MO 64089, until **2:00pm** local time on **February 19, 2026**, at which time the Bids received will be publicly opened and read. The Work includes, but is not limited to, the following:

BASE BID

- Installation of approximately 1,850 feet of Cured in Place Pipe (CIPP)
- Rehabilitation of approximately 123 vertical feet of Sanitary Sewer Manhole

INSTRUCTIONS TO PROPOSERS:

1. Bids must be addressed to Mayra Toothman 107 W. Main Street, Smithville, Missouri 64089 and be received before **2pm** local time on **February 19, 2026**.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. Two (2) original proposals must be included in a sealed and marked outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 2:00 P.M. on the 19th day of February, 2026 at City Hall.
3. Copies of the contract documents may be obtained for a **non-refundable** fee from Drexel Technologies on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Contractors desiring the contract documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, KS 66214. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc,
4. Bid Security shall be furnished in an amount of 5% of Bid.
5. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
6. Any questions regarding this RFP should be directed to Mayra Toothman, at 816-532-3897.

The City of Smithville reserves the right to reject any or all proposals and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.



Charles F. Soules, Public Works Director

Issued the 15 day of January, 2026

CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS

GENERAL INSTRUCTIONS AND CONDITIONS

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street Smithville, Missouri 64089, until the closing
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unite price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. This RFP involves a Public Works project and Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
11. Any questions regarding this request may be addressed to Mayra Toothman, Assistant to the Public Works Director, 107 W. Main Steet, Smithville, Missouri 64089, (816) 608-1322.
12. The Contractor 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 Pursuant to 285.530 RSMo.

RFP# 26-02 SANITARY SEWER REHABILITATION

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Proposal for the rehabilitation of sanitary sewers various locations as follows:

Base Bid

- Installation of approximately 1,850 feet of Cured in Place Pipe (CIPP)
- Rehabilitation of approximately 123 vertical feet of Sanitary Sewer Manhole

NOTE: These are estimates; any technical specifications, requirements and drawings are considered part of this RFP and it is the bidder's responsibility to review same.

2. The term "RFP" means this Request for Proposal; the term "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a proposal in response to the RFP; and the term "Proposal" means the proposal of the Contractor, Offeror, Vendor, Bidder, or Proposer.
3. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. Note: The Vendor is presumed to accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFP requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFP can be obtained by contacting Mayra Toothman, 107 W. Main Steet, Smithville, Missouri 64089, (816)532-3897.

ARTICLE II PROPOSAL INSTRUCTIONS

RFP PROPOSALS - CONTENTS AND SUBMISSION

The City recognizes this type of initiative may vary greatly in scope, approach and deliverables from one firm to another. The City will evaluate the qualifications of prospective firms, proposed scope of services and the value of the proposed work.

The City requests the following items from professional firms to complete and undertake the above referenced services:

1. Name, address, and telephone number of Proposer(s).
2. Full price for providing the goods and performing the Service in accordance with the RFP. Specify the required information for the bid.
3. A completed Proposal Response Form attached to this Request for Proposal (preferred, not required).
4. Name, address and telephone number of not less than three (3) customers for whom the Vendor has performed similar Service withing the last two (2) years.
5. Proposed date for commencement of project.
6. Bid Security.

ADDENDA

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City's Finance Director in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

EVALUATION

In evaluating any aspect of the Proposal, the City may consider dealings with the Vendor, references from the Vendor's customers, inspections of other Service performed by the Vendor, and any other information the City obtains regarding the Vendor, or that the City deems relevant.

1. Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include the following:
 - a. Overall cost to the City, whether direct or indirect.
 - b. Lead-time required for start-up of services both on-site at the City's location and if applicable off-site at the Contractor's facility if applicable.
 - c. The City's opinion regarding the degree of responsibility of the Vendors, Contractors, or Proposers.

- d. The responsibility of the Vendors, Contractors, or Proposers will be determined pursuant to the criteria contained in subparagraph 3 of this paragraph.
2. The timeliness, nature and number of any exceptions taken by the Vendors, Contractors, or Proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the Vendor's, Contractor's, or Proposer's Proposal.
3. A responsible Vendor is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and other resources necessary for the faithful performance of the Service. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors, contractors or proposer's customers, inspections of other Services or projects performed and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data (if applicable) in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of forty-five (45) calendar days, commencing on the date and time of the RFP closing and expiring at 10:00 A.M. of the last day.

Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

RFP CLOSING

Two (2) original Proposals and any modifications shall be received in sealed and marked on the outer envelope by RFP number and date of closing addressed to Mayra Toothman, Assistant to the Public Works Director, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at 2:00 P.M. at City Hall on the date specified on the cover letter. The RFP number and RFP closing date shall be shown on the face of the envelope, and should be labeled with the Vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required

information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

RFP REJECTION

The City reserves the right to reject any and all Proposals received in response to RFPs, and to waive all irregularities in Proposals.

ACCEPTANCE OF RFPs

The City reserves the right to accept the Proposal that, in its judgment, is the lowest and/or best Proposal in response to this RFP.

LATE PROPOSALS

Proposals received after the date and time of the responsive Proposals to the RFP opening shall not be considered.

MISTAKE IN PROPOSALS

If the respondent discovers a mistake in his or her responsive Proposal to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Board of Aldermen to reject any and all requests for correction of mistakes in Proposals received after the date and time of the Proposals to the RFP opening. A mistake in a Proposal cannot be considered once a purchase contract is executed by the parties.

NEGOTIATION

The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this Vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City. The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor. If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

AWARD OF THE CONTRACT

After the RFPs have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

BID SECURITY

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety that is duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and furnish the required contract documents and contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE III GENERAL TERMS AND CONDITIONS

EXECUTION OF CONTRACT

The successful Vendor ("Contractor") shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

CONTRACT PERFORMANCE

Any contract entered into pursuant to this RFP should be performed by the Vendor by July 31st , 2026.

GENERAL PROJECT ASSESSMENT REQUIREMENTS

Upon award of the contract, the contractor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

PERFORMANCE SECURITY DEPOSIT

The Contractor to whom the Service or Work is awarded will be required to furnish a Performance Security Deposit to the City of Smithville, Missouri. The Contractor must furnish a Performance Security Deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the City Clerk, prior to performance of service. The Performance Security Deposit must be submitted with a cover letter. The Contractor shall maintain the validity and enforcement of the performance security deposit for the duration of the Contract.

BONDS

Contractor shall provide the City a Performance and Maintenance Bond in a sum no less than 110% of the total Contract or cost or price for all construction services, labor, and materials as set forth in Contractors responsive bid to this RFP. Each bond must have a provision that will guarantee the faithful performance of the prevailing wage clause provided in the Contract.

Contractor shall also provide the City a Materials and Labor Bond (Payment Bond) in a sum no less than 100% of the total Contract or cost or price for all construction services, labor, and materials for all construction services, labor, and materials as set forth in Contractors responsive bid to this RFP.

INSURANCE

The Contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of bodily injury or death to the contractor's employees including claims brought under:

1. Worker's Compensation Laws
2. Disability Benefit Laws
3. Occupational Sickness or Disease Laws
4. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional Named Insured":

1. City of Smithville
107 W. Main Street
Smithville, MO 64089

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractors in Contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

The Contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor's employees including claims brought under:

- A. Worker's Compensation - Statutory
- B. Employer's Liability - \$1,000,000 each employee

- C. General Liability - \$2,000,000 each occurrence
- D. Property Damage - \$2,900,000 each occurrence

LIABILITY INSURANCE: Contractor's liability insurance must (i) name the City as "Additional Named Insureds"; (ii) all insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri; (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to City; and (iv) that all such policies provide coverage for as long as the applicable statute of repose. Said policies shall provide primary coverage to the City; when any policy issued to the City is similar or duplicate in coverage, the City's policies shall be excess over Contractor's policies. Said policy or policies, or certificates thereof, shall be delivered to City by Contractor prior to commencement of work.

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City.

WAGE RATES

When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962." (P.L. 87-581: 76 Stat. 357) and implementing regulations.

The services to be provided herein are subject to the Prevailing Wage Law of the State of Missouri. Contractor, its agents, Subcontractors, or other parties assisting Contractor in performance of any contract let as a result of this RFP, shall pay all labor a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri currently Annual Wage Order No. 31 Section 024 Clay County or the effective order which is either attached hereto and/or available for inspection at the City.

Contractor will forfeit a penalty to the City of one hundred dollars (\$100.00) per day for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated prevailing rate for any work done under any contract executed pursuant to this contract by the contractor or any subcontractor (Section 290.250 RSMo. enclosed in the laws section).

Upon completion of the work and labor by the Contractor and all subcontractors must file an Affidavit of Compliance stating that the party has complied with the Prevailing Wage Law before final payment will be made by the City with regard to any contract awarded with regard to this RFP all as required by (§§290.290, 290.325 R.S.MO. enclosed in the laws section.)

Contractor and any subcontractor shall keep within the state of Missouri for a period of one year

following the completion of the work required by this agreement and shall submit upon request to the City all payroll or account records necessary to verify compliance with the prevailing wage requirements of the State of Missouri.

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) 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:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. 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.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

Pursuant to §292.675 RSMo (enclosed in the laws section) for any work performed after August 28th 2009 the Contractor and all Subcontractor(s) shall provide all on-site employees a ten-hour training program which includes a course in construction safety and health 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. All such employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars 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 herein has elapsed. Pursuant to §292.675(4) RSMo the City shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the Contractor under the contract. The Contractor may withhold from any Subcontractor sufficient sums to cover any penalties the City has withheld from the Contractor resulting from the Subcontractor's failure to comply with the terms of this section. 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 Circuit court in Clay County.

TRANSIENT EMPLOYER

Every transient employer, as defined in Section 285.230 RSMO enclosed in the law 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 issue 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 4. 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 law section, be liable for penalty of five hundred dollars (\$500.00) per day until the notices required by this section are posted as required by that statute." (See list of transient employers in Missouri Department of Revenue Form 3032.)

INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

TESTING

The City reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user.

Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal; and
3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site.

The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
3. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri.

The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the

right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFP.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

SAMPLE CONTRACT

A sample contract for this project may be attached to this RFP. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFP.

RFP #26-02 SANITARY SEWER REHABILITATION

Addendum #1

February 4, 2026

To: Prospective Bidders
From: Charles Soules, PE
Director of Public Works
Owner: City of Smithville
107 West Main Street
Smithville, MO 64089
Subject: City of Smithville, MO
RFP #26-02
Sanitary Sewer Rehabilitation Project

This Addendum is part of the Bidding Documents and Contract Documents and modifies the Bidding Documents as indicated below. Acknowledgement of this Addendum is in the space provided in the Bid Form. Failure to acknowledge this Addendum may disqualify the Bidder for award of this project.

NEW BID FORM

Maps were updated to reflect the correct diameter of the sanitary sewer.

SUPERSEDING ADDENDUM

8. "Contractor hereby certifies that, pursuant to Section 34.600, RSMo, it has not engaged 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."

ARTICLE III – GENERAL TERMS AND CONDITIONS

Safety Standards and Accident Prevention:

With respect to all work performed under this contract, the Contractor shall:

a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Section 292.675, RSMo

b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

c. Maintain at Contractor's office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.

d. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation

Acknowledgment of Addendum #1:

Signature: _____



By: Tim Bussen

Company: SAK Construction, LLC

Address: 864 Hoff Road, O'Fallon, MO 63366

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF St. Charles)

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 Tim Bussen, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Tim Bussen and I am currently ^{Vice President}~~President~~ of SAK Construction, LLC (hereinafter "Contractor"), whose business address is 864 Hoff Road, O'Fallon, MO 63366, 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 the City of Smithville, Missouri.
1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
2. 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.

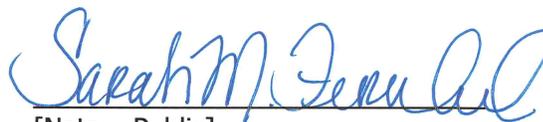


 [Signature]

Tim Bussen, Vice President

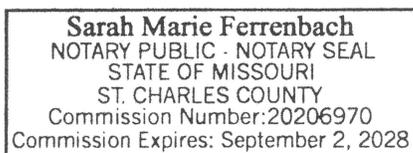
 [Printed name]

Affiant Subscribed and sworn to before me this 19th day of February, 2026.



 [Notary Public]

My Commission Expires 9/02/2028



Commissioned in St. Charles County

Commission # 20206970

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (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

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form.)

RFP # 26-02 SANITARY SEWER REHABILITATION

PROPOSAL RESPONSE FORM

I, Tim Bussen, hereby representing
Officer
(~~Agent~~-Submitting RFP)

SAK Construction, LLC, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

SAK Construction, LLC

Company Name

864 Hoff Road

Address

O'Fallon, MO 63366

City/State/Zip

636-385-1000

Telephone

20-4193988

Tax ID No.

Tim Bussen

Authorized Person (Print)



Signature

Vice President

Title

February 19, 2026

Date

bidcipcc@sakcon.com

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

Please see the attached "Completed Projects List"

BID FORM RFP 26-02

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>Base Bid</u>				
8" Sanitary Sewer	LF	1,174	\$33.00	\$38,742.00
10" Sanitary Sewer	LF	676	\$45.00	\$30,420.00
Manhole Rehabilitation (4FT. Dia.)	VF	123	\$572.00	\$70,356.00
Cleanup Allowance*	LS	1	\$5,000	\$5,000

TOTAL BASE BID \$144,518.00

*Allowance shall include any items not included in other bid items to complete the project including, fencing (temporary and /or removing fencing and replacing), any yard damage (backfilling ruts), seeding of any disturbed areas, restoration of any kind of private property and City R/W.

Signature: 
 By: Tim Bussen, Vice President
 Company: SAK Construction, LLC
 Address: 864 Hoff Road
O'Fallon, MO 63366

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form.)

RFP # 26-02 SANITARY SEWER REHABILITATION

PROPOSAL RESPONSE FORM

I, Tim Bussen, hereby representing
Officer
(~~Agent~~-Submitting RFP)

SAK Construction, LLC, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

SAK Construction, LLC

Company Name

864 Hoff Road

Address

O'Fallon, MO 63366

City/State/Zip

636-385-1000

Telephone

20-4193988

Tax ID No.

Tim Bussen

Authorized Person (Print)



Signature

Vice President

Title

February 19, 2026

Date

bidcippc@sakcon.com

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

Please see the attached "Completed Projects List"

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

**City of Smithville, Missouri
107 West Main Street
Smithville, MO 64086**

BID

Bid Due Date: February 19, 2026

Description: Sanitary Sewer Rehabilitation RFP #26-02

BOND

Bond Number: N/A

Date: February 19, 2026

Penal sum Five Percent Of The Amount Bid (Words) \$ 5% of The Amount Bid (Figures)

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

BIDDER

SAK Construction, LLC (Seal)

Bidder's Name and Corporate Seal

By:



Signature

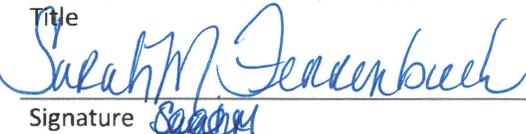
Tim Bussen

Print Name

Vice President

Title

Attest:


Signature

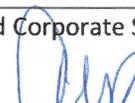
Sarah M. Fencenbuch-witness

Title

SURETY Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By:



Signature (Attach Power of Attorney)

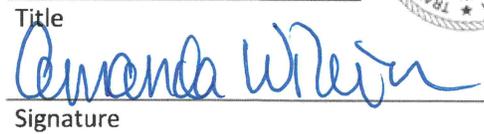
Andrew P. Thome

Print Name

Attorney-in-Fact

Title

Attest:


Signature

Amanda Williams, Witness

Title



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in the Circuit Court of Clay County Missouri which is the County and State in which the Project is located. All Parties to the Bond Agree that said Court is the appropriate venue and agree that said Court shall have jurisdiction over the parties to this Bond to decide any action under this Bond.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF Missouri }

COUNTY OF St. Charles }

ON THE 19th DAY OF February, 2026, BEFORE ME
PERSONALLY APPEARED Tim Bussen TO ME KNOWN AND
KNOWN TO ME TO BE THE Vice President OF SAK Construction, LLC,
A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED
LIABILITY COMPANY.


Notary Public Sarah M. Ferrenbach

Sarah Marie Ferrenbach
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
Commission Number: 20206970
Commission Expires: September 2, 2028



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

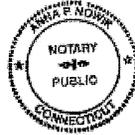
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **February**, **2026**.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,367,684,447	LOSSES	\$ 1,648,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	169,492,904
CASH AND INVESTED CASH	69,689,826	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	62,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	69,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,630,862	TAXES, LICENSES AND FEES	16,311,579
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	62,034,928	UNEARNED PREMIUMS	1,647,964,685
NET DEFERRED TAX ASSET	78,278,940	ADVANCE PREMIUM	3,970,618
UNDISTRIBUTED PAYMENTS	15,607,795	POLICYHOLDER DIVIDENDS	26,972,587
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	8,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,966
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	\$ 3,873,025,985
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,255,633,176
TOTAL ASSETS	\$ 6,128,659,161	TOTAL LIABILITIES & SURPLUS	\$ 6,128,659,161

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

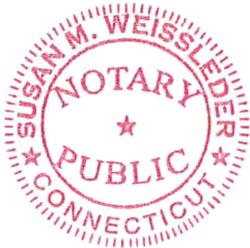
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

Michael J. Doody
 VICE PRESIDENT - FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF MARCH, 2025

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2027





SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

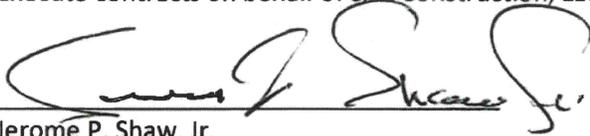
January 2, 2026

To Whom It May Concern:

Joe Feuerborn, President, is hereby authorized to sign bids, extend offers, submit proposals, and execute contracts on behalf of SAK Construction, LLC.

Boyd Hirtz, Vice President, is hereby authorized to sign bids, extend offers, submit proposals, and execute contracts on behalf of SAK Construction, LLC.

Tim Bussen, Vice President, is hereby authorized to sign bids, extend offers, submit proposals, and execute contracts on behalf of SAK Construction, LLC.

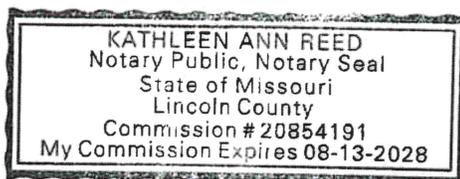


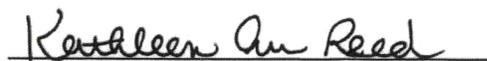
Jerome P. Shaw, Jr.
President
SAK Construction, LLC

State of Missouri)

County of St. Charles)

On the 2nd day of January 2026, before me, Kathleen Ann Reed, Notary Public, personally appeared Jerome P. Shaw, Jr., who provided satisfactory evidence confirming his identity as the person whose name is subscribed to this instrument, and acknowledged that he executed the same. Witness my hand and official seal.




Kathleen Ann Reed, Notary Public

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MANAGER OF
SAK CONSTRUCTION, LLC**

Pursuant to Section 5.3 of the Operating Agreement of SAK Construction, LLC, a Missouri limited liability company (the "Company"), the undersigned, being the sole manager of the Company, hereby adopts the following resolutions for the Company and consents to the taking of the actions therein described, such consent to have the same force and effect as a unanimous vote of the managers of the Company at a meeting duly held on the date hereof:

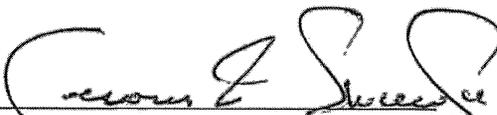
RESOLVED, that the following individuals are hereby elected as officers of the Company, to hold the offices set forth opposite their respective names below for the ensuing year or until their successors are duly elected and shall have qualified, unless sooner removed by the Manager:

Thomas Kalishman	Chairman and Chief Executive Officer
Jerome P. Shaw, Jr.	Chief Operating Officer
Joe Feuerborn	President
Boyd Hirtz	Vice President
Roger Archibald	Chief Financial Officer, Secretary and Treasurer
Steve Stulce	Assistant Secretary and Assistant Treasurer

RESOLVED FURTHER, that any and all action heretofore taken, and any and all things heretofore done, by any director of the Company in connection with, or with respect to, the matters referred to in the foregoing Resolutions be and hereby are confirmed as authorized and valid acts taken on behalf of the Company.

RESOLVED FURTHER, that the foregoing resolutions shall replace and supersede any and all prior resolutions appointing officers of the Company.

Dated as of January 1, 2025



Jerome P. Shaw, Jr.

BEING THE SOLE MANAGER OF THE COMPANY

**WRITTEN CONSENT
OF THE SOLE MANAGER OF
SAK CONSTRUCTION, LLC**

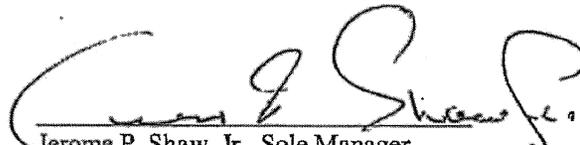
Pursuant to Sections 347.083 of The Missouri Limited Liability Company Act and Section 5.3 of the Second Amended and Restated Operating Agreement of SAK Construction, LLC, a Missouri limited liability company (the "Company"), the undersigned, being the sole manager of the Company, hereby adopts the following resolutions for the Company and consents to the taking of the actions therein described, such consent to have the same force and effect as a unanimous vote of the managers of the Company at a meeting duly held on the date hereof:

RESOLVED, that the Manager of the Company hereby authorizes the following individual to act as an authorized representative of the Company ("**Authorized Representative**") in connection with Bid Documents, Contracts and Bonds related to SAK Construction, LLC pipe rehabilitation services, (collectively, the "**Contract**") to be executed on behalf of the Company, and such Authorized Representative is hereby authorized, directed and empowered to execute and deliver all documents required by law, and take such other action as such Authorized Representative, in his or her sole discretion, may deem necessary or advisable, in order to cause to be performed and to carry out the intent of the Contract, including execution of the Contract, with such changes or amendments thereto as may be required in the sole discretion of an Authorized Representative, as evidenced by such Authorized Representative's execution thereof.

Tim Bussen

RESOLVED FURTHER, that the Authorized Representative, be and hereby is authorized and directed to do all things and acts as may be necessary or desirable to carry out the purpose and intent of the above resolutions, and that all of the acts and doings, whether heretofore or hereafter done or performed, by the Authorized Representative or other authorized representatives, officers or employees of the Corporation in furtherance of the above resolutions are hereby in all respects ratified, approved, and confirmed.

Dated as of 12/9, 2025.


Jerome P. Shaw, Jr., Sole Manager

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

SAK CONSTRUCTION, LLC
LC0712897

was created under the laws of this State on the 27th day of January, 2006, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of April, 2025.

Denny Hoskins
Secretary of State



Certification Number: CERT-04232025-0183

The City of Smithville is looking for bids for CIPP of gravity sanitary sewer mains in 2026. The following is a list of the gravity sanitary sewer mains. Below there is a table with approximate footage. Attached are arial images of each section.

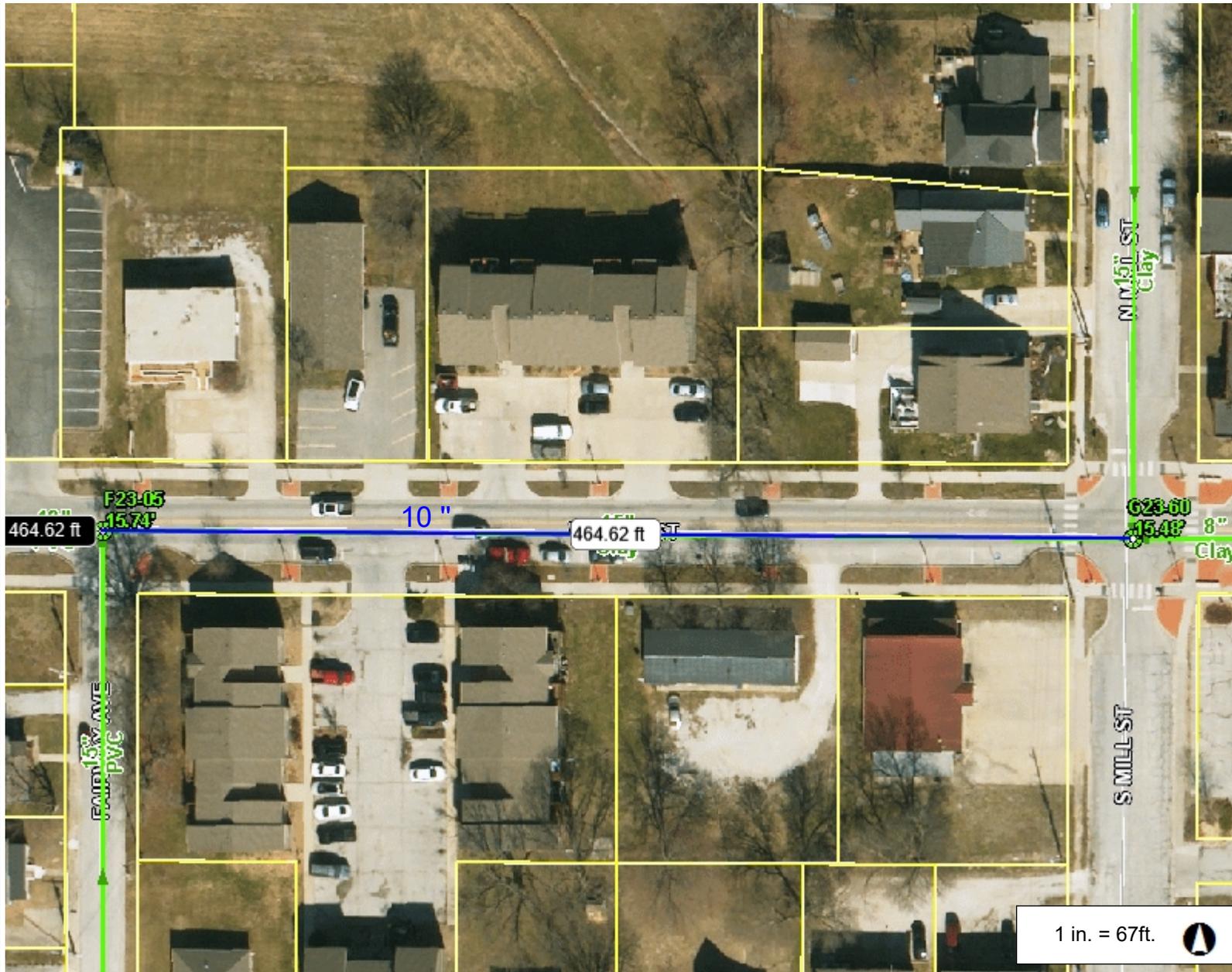
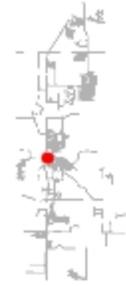
1. Sewer main on Main St. 465 feet of clay pipe needs to be lined from Fairway St to Mill St.
2. 547 feet of clay pipe to be lined on Church St from near 104 Church St to alley behind 117 Bridge St to manhole behind stage. Manholes G23-45, G23-40, G23-95, G23-90 to be lined
3. Only Manhole Main St. near 300 E Main St. 10.58 vertical feet to be rehabilitated.
4. 838 feet of clay pipe to be lined on Main St, Mill St and Church St. 54 vertical feet to be lined of Manholes G23-55, G23-60, G23-65 and G23-70

Base Bid

Section	Location	LF
1	Main St from Fairway St to Mill St	464.62
2	Slipline Church St and alley behind 117 Bridge St	546.61
4	Slipline Church St, Main St and Mill St	838.29
Total		1,849.52
Manhole		VF
G23-110		10.58
G23-45		17.16
G23-40		15.38
G23-95		14.84
G23-90		10.98
G23-55		16.88
G23-60		15.48
G23-65		10.92
G23-70		10.72
Total		122.94

The contractor is responsible for notifying any resident affected by the project either in person or by a door knocker or flier. The city will supply water at no cost, but the contractor must coordinate the use of any fire hydrant with the city. They must report the total gallons used during the project. The contractor must ensure all sewer connections are functional during and after the project. Any damage to property must be repaired by the contractor.

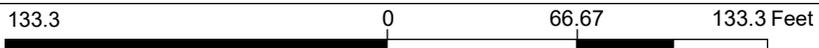
Smithville, MO



Legend

- Sanitary Manhole
- Lift Station
- Force Main Valve
- Sanitary Gravity Main
- Sanitary Gravity Main By Type
 - CIPP
 - PVC
 - Clay
 - Other
- Force Main
- Road
- Parcel
- Platte County Parcel

1 in. = 67ft.



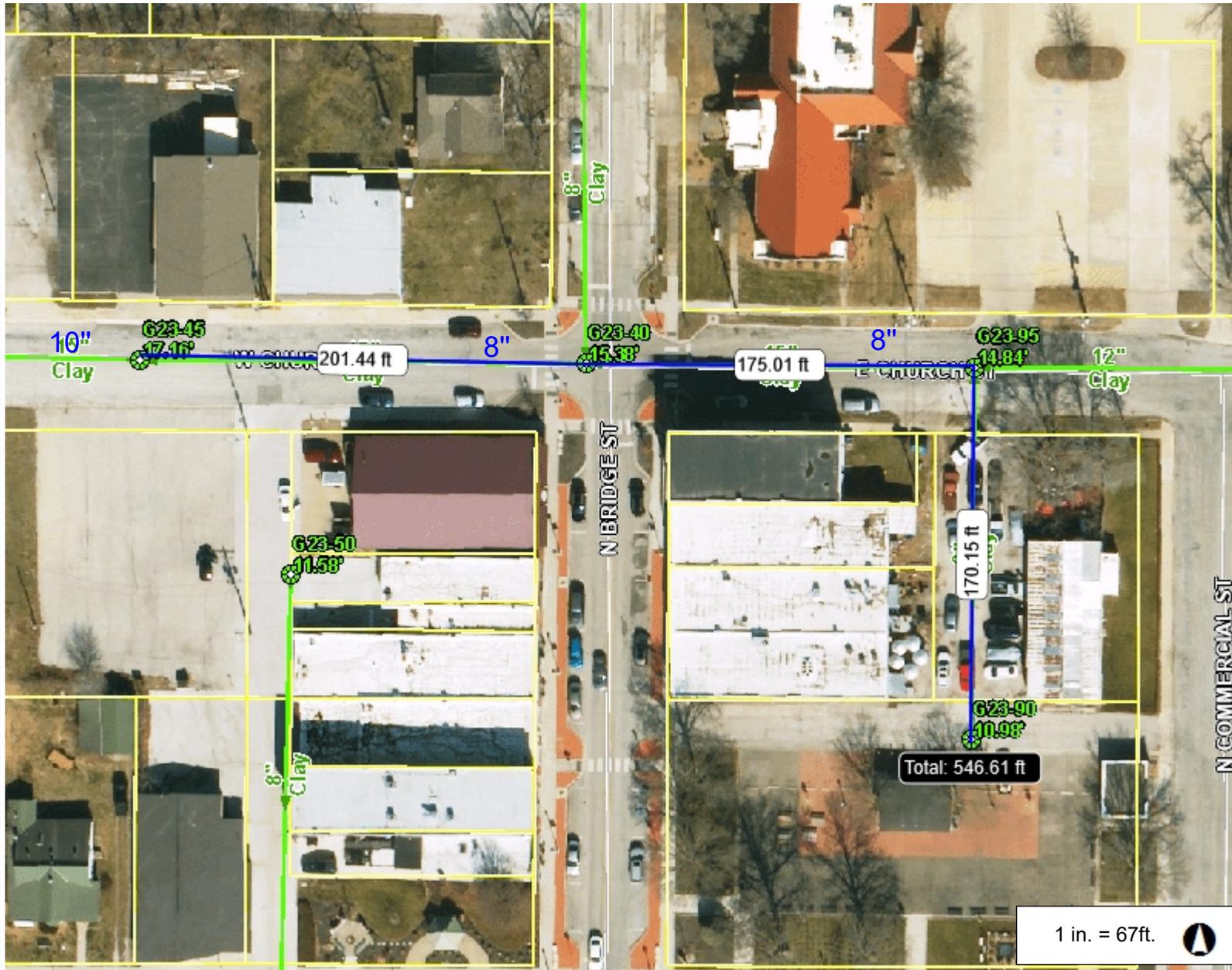
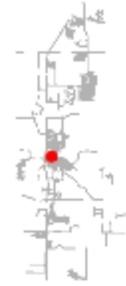
This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

ONLY SEWER MAIN
465 FEET OF CLAY PIPE TO BE
LINED

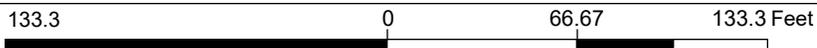
Smithville, MO



Legend

- Sanitary Manhole
- Lift Station
- Force Main Valve
- Sanitary Gravity Main
- Sanitary Gravity Main By Type
 - CIPP
 - PVC
 - Clay
 - Other
- Force Main
- Road
- Parcel
- Platte County Parcel

1 in. = 67ft.



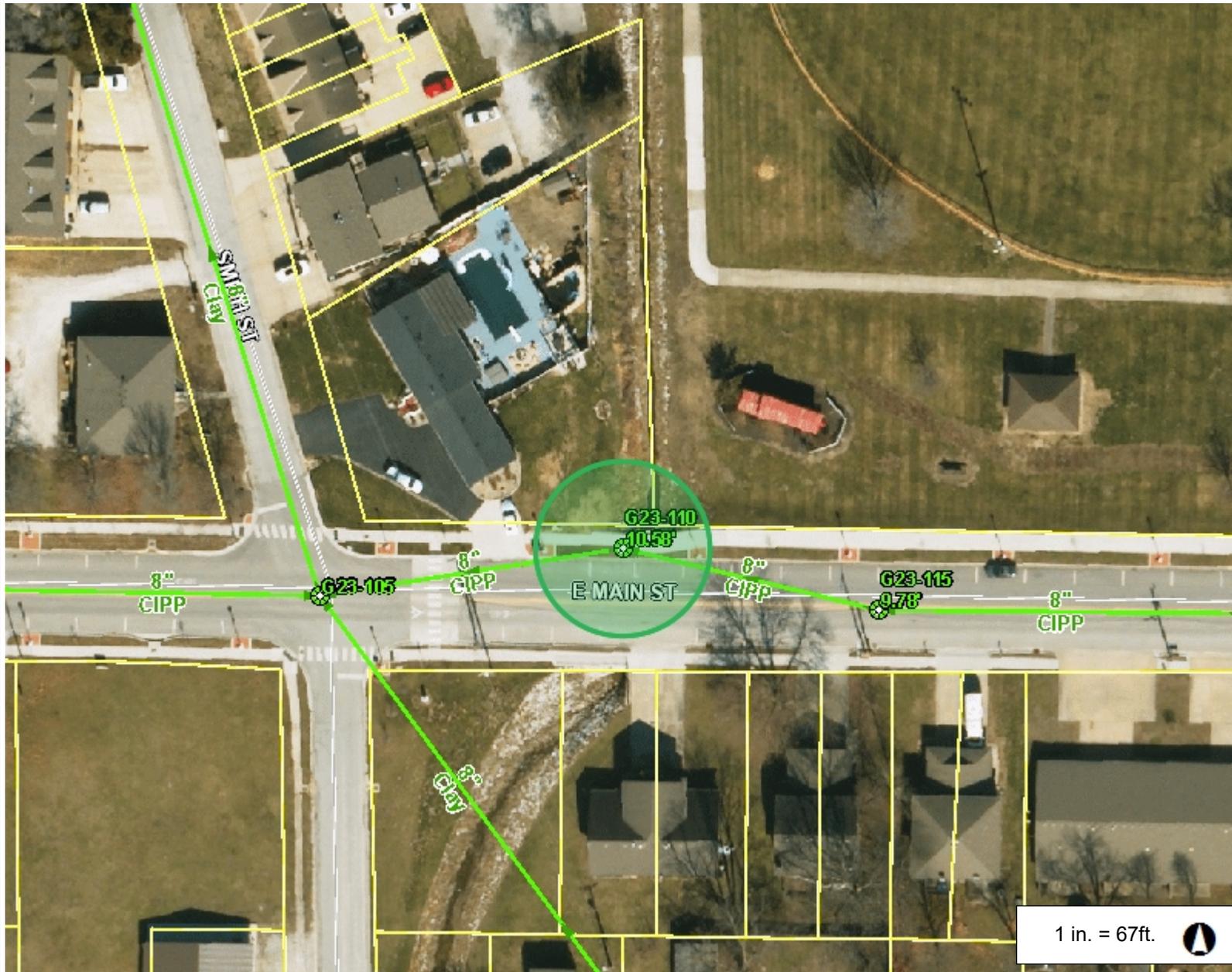
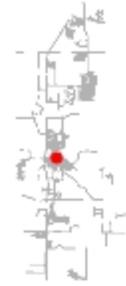
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Notes

547 FEET OF CLAY PIPE TO BE SLIP LINED.
 MANHOLES
 G23-45, G23-40, G23-95, G 23-90.
 TO BE LINED 58.58 VERTICAL FEET

Smithville, MO



Legend

- Sanitary Manhole
- Lift Station
- Force Main Valve
- Sanitary Gravity Main
- Sanitary Gravity Main By Type
 - CIPP
 - PVC
 - Clay
 - Other
- Force Main
- Road
- Parcel
- Platte County Parcel

1 in. = 67ft.



133.3 0 66.67 133.3 Feet

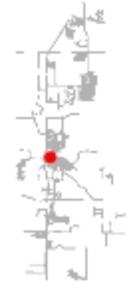
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

ONLY MANHOLE
MANHOLE G23-110 TO BE LINED
10.58 VERTICAL FEET

Smithville, MO



Legend

- Sanitary Manhole
- Lift Station
- Force Main Valve
- Sanitary Gravity Main
- Sanitary Gravity Main By Type
 - CIPP
 - PVC
 - Clay
 - Other
- Force Main
- Road
- Parcel
- Platte County Parcel

Notes

838 FEET OF CLAY PIPE TO BE LINED
 MANHOLES, G23-55, G23-60, G23-65, G23-70, 54 VERTICAL FEET TO BE LINED

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Technical Specifications

1.1. MEASUREMENT AND PAYMENT

- 1) Measurements for each item furnished and installed to the satisfaction of the Owner shall be at the units of measure contained in the Bid Proposal.
- 2) Progress payments shall be made monthly based upon the work performed during that period.
- 3) The Contractor shall submit a monthly payment application indicating total Contract Price with approved change orders, dollar value of work completed during payment period, dollar value of work completed job to date, retainage job to date (5%) and amount due for that invoice.
- 4) Payment for each liner installed, in accordance with the contract documents and to the satisfaction of the Owner, will be at the unit or lump sum prices bid therefore in the Bid Proposal.

1.2. UNIT PRICES

The unit price shall include at a minimum:

The basis of bid is an all-inclusive cost per vertical foot to rehabilitate a manhole and per linear foot to slip line sanitary sewer main including but not limited to those items below:

- 1) Staging and storage of equipment and materials
- 2) Flow Diversion pumping
- 3) Material Testing
- 4) Protection of existing utilities;
- 5) All other related materials, work, and equipment required to complete the project

1.3. CHANGE OF CONDITIONS

Promptly inform Owner of errors or discrepancies between the contract documents and the field conditions found, in order that changed conditions can be evaluated and revised directives issued in a timely manner.

2. PRODUCTS

2.1. GENERAL

- 1) The finished pipe liner in place shall be fabricated from materials which when complete are chemically resistant to and will withstand internal exposure to domestic sewage having a pH range of 5 to 11 and temperatures to 150 degree F.
- 2) Take all necessary field measurements of existing pipe (including diameter, ovality and length) prior to manufacturing liners.
- 3) The minimum length shall be that deemed necessary by the Contractor to effectively span the distance from the inlet to the outlet of the respective manholes unless otherwise specified. The Contractor shall verify the lengths in the field before manufacturing.
- 4) The liner thickness shall be sized for minimum hydrostatic and earth load of 8.0 feet. The earth load and hydrostatic load shall be increased to the manhole depth for bury depths in excess of 8.0 feet.
- 5) The liner shall be structurally designed for minimum service life of 50 years; fully deteriorated host pipe/direct bury condition; prism loading; 120 lb/cf soil; factor safety of 2.0; 2% ovality factor; maximum defection 5%; soil modulus of 1000 psi; lining enhancement factor maximum 5, H-20 live loading, applicable long term modulus reduction factor; and groundwater correction factor of -27.4% applied to the hydrostatic load only.
- 6) The liner shall be furnished to the minimum nominal thickness shown in Table 4 .

Table 1 Minimum Nominal Liner Thickness

Pipe Diameter (inch)	Depth of Sewer Invert (feet)	CIPP ASTM F1216 Min. Nominal Thickness (mm)
8	0 to 8	6.0
8	8.1 to 12	6.0
8	12.1 to 16	6.0
8	16.1 to 20	6.0
10	0 to 8	6.0
10	8.1 to 12	6.0
10	12.1 to 16	6.0
10	16.1 to 20	6.0
12	0 to 8	6.0
12	8.1 to 12	6.0
12	12.1 to 16	7.5
12	16.1 to 20	7.5
15	0 to 8	7.5
15	8.1 to 12	7.5
15	12.1 to 16	9.0
15	16.1 to 20	9.0
18	0 to 8	7.5
18	8 to 12	9.0
18	12 to 16	10.5
18	16 to 20	12.0

2.2. MATERIALS

This specification reference ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube) and ASTM 790 (Test methods for flexural properties of non-reinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and theses referenced documents, this specification will govern.

- 1) Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabrics and meet requirements ASTM F1216, or ASTM F1743, Section 5 or intent thereof as determined by the City of Smithville Utilities Department Engineer, minimum nominal finished liner thickness 6mm. No exceptions to the sewn tube will be allowed.
- 2) Wet Out - The wet out Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed Design thickness.
- 3) The Tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the product shall not be utilized.
- 4) The outside layer of the Tube (before wet out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet out) procedure. This layer shall be made of polypropylene for all liners installed using the steam inversion and curing method. This layer shall be made of polyurethane, polypropylene or polyethylene for all liners installed using the water inversion and curing method.
- 5) The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- 6) The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that clear detailed examination with closed circuit television equipment may be made.
- 7) Seams of the Tube shall be stronger than the non-seamed felt.
- 8) The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall include the Manufacturers name or identifying symbol.
- 9) The Resin system shall be corrosion resistant polyester and accelerated catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216,

the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.

2.3. STRUCTURAL REQUIREMENTS

- 1) The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
- 2) The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.
- 3) The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.
- 4) The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
- 5) The cured pipe material (CIPP) shall conform to the structural properties, as listed in Table 5.

Table 2 Minimum CIPP Physical Properties

Property	Test Method	Minimum Per ASTM F1216	Cured Polyester Composite Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

The required structural CIPP wall thickness shall be based as minimum, on the physical properties in Table 5 or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters included as Table 6.

Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

Table 3 ASTM F1216 Design Parameters

Property	Equal
Design Safety Factor (typically used value)	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (As determined by long-term tests described in Section 5.2 and approved by the Owner)	50% – 75%
Ovality ⁽¹⁾ (calculated from (X1.1of ASTM F1216)	%
Enhancement Factor, K	See Section 5.3, Item 3
Groundwater Depth (above invert of existing pipe) ⁽¹⁾	Feet
Soil Depth (above crown of existing pipe) ⁽¹⁾	Feet
Soil Modulus ⁽²⁾	PSI
Soil Density ⁽²⁾	PCF
Live Load ⁽²⁾	H20
Highway Design Condition (partially or fully deteriorated) ⁽³⁾	See Note 3

Notes:

- (1) Denotes information, which can be provided here or in inspection videotapes or project construction plans. Multiple lines segments may require a table of values.
- (2) Denotes information required only for fully deteriorated design conditions.
- (3) Based on review of video logs, conditions of pipeline can be fully or partially deteriorated. (See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in design.

3. EXECUTION

3.1. PREPARATION

The following procedures shall be adhered to unless otherwise approved by the Owner's representative:

- 1) The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving confined spaces and traffic control.
- 2) Sewers shall be cleaned of all debris, roots, and other materials that would block proper inversion of the cured-in-place pipe. Inspection of the sewer pipe shall be performed by the Contractor's experienced personnel trained in location breaks and obstacles by CCTV inspection. Utilizing a color video inspection system with data recording capabilities, the entire pipe section to be lined shall be digitally recorded with a log. The video recording shall be done on standard play (SP) speed. The interior of the pipe shall be carefully inspected to determine the location of any conditions which may prevent the proper installation of the CIPP, and it shall be noted so that these conditions can be corrected after final Owners review.
 - a. Sewer service connections at the main shall be TV inspected, which shall identify all service connections, openings, and conditions of service connections to main.
 - b. Utilizing high-pressure jet cleaning equipment, several passes are completed to assure that all debris is removed from the pipe. If roots are present, root cutters or mechanical brushes are attached to the jetter and sent through the line to remove all root intrusions. Should equipment be needed to remove debris or heavy roots other than the high-pressure jetting apparatus used with root cutters or mechanical brushes, additional payment may be authorized by the Owner. Any hazardous waste material not normally in a sewer encountered during this project will be considered as a changed condition.
 - c. Protruding taps or service connections which obstruct or hinder the insertion of the liner shall be removed by remote cutter. Cost of removing protruding pipe shall be included in the unit price bid for CIPP.
- 3) Identification and pre-measurement of lateral connections – a 360-degree Pan-and-Tilt view camera shall be used to inspect the sewer main traveling downstream. **The pre-inspection log shall identify each lateral connection with a property address.** At each connection the operator will stop and turn the lens toward the lateral thereby inspecting the first 8 to 12

inches of the lateral connection. **If there remains a doubt as to whether or not the connection is live, additional dye and flush tests shall be performed at the time of the pre-installation inspection.** The Contractor shall be responsible for determining if connection is active or inactive. For each existing service connection determined by the Contractor to be active, the Contractor shall determine the condition of the service connection and record in his log. All lateral locations will be measured from the upstream manhole and recorded in the log.

- 4) The Contractor is cautioned that only those sewer services that are live and active shall be reinstated after the sewer main has been lined. The Contractor shall note that not all sewer line segments have been televised in their entirety due to obstructions blocking further entry, etc. These obstructions shall be cleared to allow the television viewing of the entire segment length before lining is commenced. **The number of service connections on some sewer segments may exceed the number of buildings actually served. It is the Contractor's responsibility to determine through dye testing, or other acceptable methods, the services that are live and require reinstatement.** If the Contractor is unable to determine if a service connection requires reinstatement, the Owner will be notified to determine the status of the service connection. Services that are confirmed to be inactive shall not be reconnected. Services that are inactive, but reinstated, shall be plugged at the Contractor's expense. Inactive services to vacant parcels shall not be renewed unless approved by the Owner.
- 5) It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. Disposal of sewage debris can be taken to the Waste Water Treatment Plant at no cost. The Contractor will not be charged for water used for this project.
- 6) The Contractor shall clear the line of obstructions such as solids, dropped joints, protruding service connections or collapsed pipe that will prevent the insertion of the liner pipe.

3.1.1. FLOW DIVERSION

The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The flow diversion shall normally be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or to an adjacent sewer. It is the Contractor's responsibility to provide adequate sized and properly maintained pump(s) and ensure the receiving sewer is of adequate capacity to handle the flow. The Contractor shall provide a spare diversion pump(s) equal in size for each pump required for all flow diversion pumping operations. The spare pump(s) shall be on-site and ready for service during all flow diversion operations. The Contractor will be responsible for furnishing the necessary labor, and supervision to set up and operate the flow diversion systems. The Contractor is responsible for all maintenance of the bypass pumping system to ensure no disruption in the system. All piping associated with the flow diversion operation shall be in good condition. The Contractor is responsible for any and all sanitary sewer discharge to the surface or adjacent building due to pipe

or pump failure. Where the pump discharge pipes cross streets or alleys, the Contractor shall provide appropriate street ramps installed in such a manner as to not unreasonably impair traffic. All costs for flow diversion planning, pumping, diversion and flow control shall be included in the unit price bid for various sizes of CIPP.

The flow diversion planning and approval process shall be comprised of three separate submittals. Acceptance of any of these flow diversion plans by the Owner does not alleviate the Contractor of the responsibility for any sanitary sewer overflow occurring as the result of the work performed.

3.2. REQUIRED EXCAVATIONS

If pre-installation CCTV inspection reveals an issue that prevents installation of the CIPP liner, the Owner shall be responsible to make a point repair excavation or other action to repair areas prior to the CIPP liner being installed. If excavation will be required before CIPP installation, the Contractor shall immediately notify the Owner of the general location of the required excavation. Upon completion of the pre-installation investigation phase of the project, the Contractor will then submit to the Owner all pre-installation videos (not the database), a summary log for each segment and a cleaning log with all identified repairs with the following data and coordinate with the owner regarding timing:

- 1) Project Segment ID and Upstream and Downstream Manhole Facility ID
- 2) CCTV Date
- 3) CCTV Length
- 4) Number of Laterals
- 5) Location Description of Recommended Point Repair

If the Contractor completes the pre-installation inspections in phases or starts installs before all pre-installations inspections are completed, the Contractor may divide the project into multiple submittals as necessary.

3.2.1. PIPE FAILURES OR OBSTRUCTIONS

If CCTV inspection reveals an obstruction due to pipe failure or collapse that prevents installation of the CIPP liner, the Owner shall make a point repair excavation to uncover and repair areas prior to the work being performed. If the specific segment is determined to not be a good candidate for CIPP installation due to the number, size, severity or the required point repair excavation, the segment may be removed from the project at the owner's request. If a segment is removed from the project after the Contractor completed a CCTV inspection, the Contractor shall be permitted to charge the owner for that inspection based on the per foot unit rate(s) listed in the Proposal Section of these specifications.

A required excavation coordination meeting or meetings, shall be held to agree upon all required point repairs and other access issues. The Contractor may schedule CIPP installation of segments with no identified or completed point repairs as the Owner is completing other point repairs. **If the Owner's schedule to complete all identified point repairs required for the project inhibits or delays the Contractor, calendar days for shall be added to the project's substantial and final completion dates defined in Article 4.**

3.3. PRIVATE SERVICE LINE SHUTDOWN AND NOTIFICATION

When it is necessary to shut down a private sewer service line while work is in progress and before the service lines are re-established, the residential properties shall be notified by the Contractor at least one day (24 hours) prior to shut down. The Contractor shall coordinate service interruptions with commercial or industrial properties at least 3 days prior to shut down in order to limit impact to their activities. Commercial sewer services shall be maintained at all times the business is open. No sewer service is to remain shut down for more than a period of eight hours unless the Contractor provides substitute services for the residents. No sewage from services or main line shall be allowed to be discharged on the ground or in waterways. Holding pits or tanks are not allowed.

Contractor shall assume all responsibility for notification to and coordination with all collection system customers connected to the sewer to be rehabilitated whose building sewer laterals will be out of service during the cured-in-place pipe installation, curing and restoration processes. In addition to the 24-hour notice, notification shall also be in writing via door hanger, door flier, or U.S. mail given 24 hours in advance of loss of service (excluding weekends and holidays). Notification shall clearly state the purpose of the work, shall advise all affected customers against water usage until the sewer line is placed back in service, and shall clearly state the potential consequences of use of residential wastewater generating facilities during the time when the building sewer service will be out of service (i.e. sewer back-up). The notice shall include a local 24-hour contact telephone number for residents to call if they have any questions regarding the work.

3.4. INSTALLATION

CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

- 1) The temperature of water discharged to sewer system from processing liners shall not exceed 150 degree F maximum.
- 2) At all points where the liner pipe has been excavated and exposed (e.g., in access shafts, service connections, etc.) prepare for the placement of a crushed stone backfill by removing all debris and creating a void below and around the pipe. The width of this void shall not exceed 4/3 of the liner's outside diameter plus 15 inches, or 4/3 of the service line's outside diameter plus 15 inches. Use a minimum of 6 inches of ½ to ¾ inch crushed stone to a height of 6 inches above the liner and service line from 6 inches above the pipe to grade.
- 3) The Contractor shall designate a location where the reconstruction tube will be vacuum impregnated prior to installation. The Contractor shall allow the Owner to inspect materials and "wet out" procedure. An accelerated catalyst system compatible with the resin and

reconstruction tube shall be used. Sufficient excess resin will be provided to ensure a mechanical bond with the host pipe after curing.

- 4) Where practicable, liner can be installed in continuous runs through manholes where there are two or more continuous sewer segment, especially to connect several short segments with a continuous lining.

3.5. REINSTATEMENT OF BRANCH CONNECTIONS

- 1) The exact location and number of service connections shall be determined from TV tapes and/or in the field. It shall be the Contractor's responsibility to accurately field locate all existing service connections and determine whether in service or not.
- 2) It is the intent of these specifications that branch connections to buildings be reopened without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The Contractor shall certify a minimum of 2 complete working cutters plus spare key components on the site before each inversion is started. Unless otherwise directed by the owner, all active, existing services shall be reinstated after the liner has been installed. This shall be done without excavation in pavement areas, and in the case of non-man-entry pipes, from the interior of the pipeline by means of a 360-degree television camera and a cutting device that reestablishes the service connection.
- 3) The Contractor shall be responsible for restoring without any delay all active service connections, as well as for any damage caused to property owners for not restoring all services soon enough or for not giving notice to owners.
- 4) Service connections shall be done by TV Controlled Remote Cutting Device. They shall be made by experienced operators so that no blind attempts or holes are made in the liner pipe. Location shall be verified carefully with earlier tapes for accuracy especially where dimples are not defined or clearly ascertained. The Owner reserves the right to require service connection by excavation if the quality, workmanship and approval rating for remote cut is not satisfactory.
- 5) The remote cut shall be smooth and circular in nature as seen by a 360-degree TV camera. The hole shall be open to 100% of the existing connection. It shall be properly aligned and be concentric to the existing connection. Excess, wrong holes or trial cuts shall not be made and must be repaired at no cost to the Owner to the full satisfaction of the Owner. Defective connections shall be repaired to the Owners satisfaction at no extra cost. If a remote cut connection is not rectified or replaced with connection by an excavation, no additional payment will be made to the Contractor.

3.6. SEALING AND BENCHES IN MANHOLES

- 1) The CIPP liner shall make a tight fitting seal with the existing pipe(s) in the manhole. Top half of the pipe shall be neatly cut off and not broken or sheared off at least 4 inches away from the walls. The channel in the manhole shall be a smooth continuation of the pipe(s) and shall be merged with other lines or channel, if any. Channel cross-section shall be U-shaped with a minimum height of $\frac{1}{2}$ pipe diameter to $\frac{3}{4}$ of the pipe diameter for 15 inches and larger.
- 2) All manholes shall be individually inspected for liner cut-offs, benches and sealing works.

3.7. POST INSTALLATION

- 1) Where liner is installed in two or more continuous manhole segments, the liner invert through the intermediate manholes shall be left intact. Final finishing of the installation in those intermediate manholes shall require removal of the top of the exposed liner and neat trimming of the liner edge where it touches the lip of the manhole bench.
- 2) Portions of the liner material removed during installation shall be available for inspection and retention by the Owner.
- 3) Reinstate openings for all drop assemblies after relining mainline sewer. Drop assemblies inside of manholes are not required to be relined, unless directed by the Owner.

Each line segment lined shall be television inspected as soon as practical after processing to assure complete curing or reforming. Segments not fully conforming to these Specifications must be immediately brought to the Owners attention with a proposed method of

3.8. POST INSTALLATION CCTV INSPECTION

After completing lining and service renewals, every liner shall be television inspected with a 360-degree camera as soon as practical to verify proper installation. The rate of travel shall not exceed 30 feet per minute and shall be recorded on a standard play (SP) speed. At each service, the camera shall come to a complete stop and the service shall be panned. The footage meter count shall be clearly visible. A log for each segment shall be provided indicating the service location and actual address or parcel of each service renewed.

3.9. TESTING

The Contractor shall have an independent testing laboratory analyze finished samples taken. Samples shall be furnished to the Owner within 24 hours (or less) after installation for inspection prior to sending to testing laboratory. Contractor shall be responsible for shipping and handling costs associated with sending samples to be tested to the independent testing laboratory. The number of samples to be tested shall be governed by the following:

- 1) One sample shall be taken of the first segment installed.

- 2) A minimum of one additional sample shall be taken for each 1,000 LF of liner material installed for each diameter and thickness included in the project.

3.9.1. SAMPLE PREPARATION

Tests in accordance with ASTM standards for tensile properties, flexural modulus, delamination and wall thickness shall be conducted. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to approval by the Owner. Test results shall be sent directly to the Owner from the testing laboratory. The preparation of a CIPP sample is required, using one of the following two methods, depending on the size of the host pipe.

- 1) 18 inches in diameter or smaller: The sample should be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags.
- 2) 21 inches in diameter and larger and areas with limited access: The sample should be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold placed in the downtube when circulating heated water. This method can also be used for sizes 18 inches in diameter or less, in situations where preparing samples in accordance with Section 7.3.1, paragraph 1 cannot be obtained due to physical constraints, if approved by the owner.

The samples for each of these cases should be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing and also for tensile testing, if applicable.

3.9.2. REQUIRED TESTS

The following test procedures should be followed after the sample is cured and removed:

- 1) Short-Term Flexural (Bending) Properties—The initial tangent flexural modulus of elasticity and flexural stress should be measured for gravity and pressure pipe applications in accordance with Test Methods D 790 and should meet the requirements of Section 5.2 and Section 5.3.
- 2) CIPP Wall Thickness - The method of obtaining CIPP wall thickness measurements should be determined in a manner consistent with 8.1.2 of Specification D 5813. Thickness measurements should be made in accordance with Practice D 3567 for samples prepared in accordance with Section 8.1. Make a minimum of eight measurements at evenly spaced intervals around the circumference of the pipe to ensure that minimum and maximum thicknesses have been determined. Deduct from the measured values the thickness of any plastic coatings or CIPP layers not included in the structural design of the CIPP. The average thickness should be calculated using all measured values and shall meet or exceed minimum design thickness as agreed upon

between purchaser and seller. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness as agreed upon between purchase and seller.

4. ACCEPTANCE

- 1) It is the intent of these Specifications that the completed liner with all appurtenances shall be essentially equivalent in final quality and appearance to new sewer installation.
- 2) The finished liner shall be continuous over the entire segment between manholes and homogenous throughout.
- 3) The finished liner shall be fully rounded and as free as commercially practicable from visible defects, including but not limited to damage, deflection, holes, delamination, ridges, cracks, uncured resin, foreign inclusions or other objectionable defects.
- 4) Where a defect in the liner requires removal of a section of the liner, in the Owner's Engineer opinion, the Contractor shall make all repairs as required by the Owner's Engineer and shall install a segmental liner, compatible with the liner, to accomplish a continuous finished liner. No separate payment will be made for such defect repair nor for the post-repair segmental liner.

5. CLEAN-UP AND RESTORATION:

This section covers all work required in surface restoration on private and public properties that are disturbed by construction.

- 1) The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the site in a neat and orderly condition throughout the construction period.
- 2) On or before completion, the Contractor shall clean and remove from the site of the work all surplus and discarded materials, temporary structures, and debris of any kind. He shall leave the site of work in a neat and orderly condition, similar or equal to that prior to construction.
- 3) Upon completion of cleanup and backfill operations and before final acceptance by the Owner, the Contractor shall replace and/or restore any trees, shrubbery, fences, driveways, sidewalks, culverts, bridges, houses or buildings and all water, sewer, gas, telephone and electrical lines thereto, and all other private and public property along or adjacent to the work that may have been disturbed by construction operations.
- 4) All private and public property along or adjacent to the work disturbed by construction operations shall be restored to a condition similar or equal to that existing prior to construction.

- 5) Before final acceptance by the Owner, the Contractor shall replace and/or restore any water, sewer, drain, and gas line appurtenances; electrical, telephone, conduits and wires, both underground and aboveground, and appurtenances; traffic signals, fire and police alarm systems and appurtenances; sidewalks, curbs, gutter, drainage ditches and pavements and all other public utility facilities and appurtenances along or adjacent to the work that may have been disturbed by construction operations.
- 6) Any repairs required because of unsatisfactory operations shall be at the expense of the Contractor.
- 7) Rehabilitation of Sanitary Sewer Manholes should use cementitious structural underlayment and be top coated with 100% solid epoxy. Specifications shall be submitted for approval.

All aspects of the installation shall be in accordance with the manufacturer's recommendation and per the following specifications which includes:

- A. The removal of any loose and unsound substrate
- B. Cleaning of the area to be sprayed.
- C. The elimination of active infiltration prior to making the application
- D. The repair and filling of voids.
- E. The repair of the invert and benches.
- F. The spray application of an acid resistant cementitious material to rebuild the substrate to original dimensions and provide a smooth surface for application of an epoxy topcoat.
- G. The spray application of 100% solids, VOC-free epoxy topcoat to protect the cementitious liner from corrosion damage.

DESCRIPTION OF REHABILITATION SYSTEM

- A. Hand applied materials to stop active leaks, fill voids and repair bench and invert.
- B. Spray-applied cementitious liner to prevent infiltration, restore structural integrity and provide proper surface for application of epoxy topcoat.
- C. Spray-applied 100% solids epoxy liner to protect against corrosive attack.

6. PAYMENT

Payment for the work included in this section shall be in accordance with unit prices established in the Bid Schedule for the quantity of work performed. Progress payments shall be made monthly based upon the work performed during that period. The Contractor shall submit a monthly payment application indicating total Contract Price with approved change orders, dollar value of work completed during payment period, dollar value of work completed job to date, retainage job to date and amount due for that invoice. In addition the following information for each diameter size scoped in the project:

- 1) Contract Quantity with approved change orders
- 2) Unit Price
- 3) Contract Dollar Amount
- 4) Quantity Completed During Payment Period
- 5) Dollar Amount Completed During Payment Period
- 6) Quantity Completed Job to Date
- 7) Dollar Amount Completed Job to Date
- 8) Percentage of Contract Quantity Completed Job to Date

6.1.1. CCTV INSPECTION RECORD SUBMITTAL

In order for the owner to release the retainage, the Contractor shall submit all pre and post rehabilitation CCTV videos and inspection reports via an external hard .

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Smithville, Missouri
(Name of Owner)

107 West Main Street, Smithville, MO 64089
(Address of Owner)

(Project)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, Whereas on the _____ day of _____, 20 ____, the Principal entered into a written agreement with the OWNER, for the construction and reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas, it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

Whereas, the parties agree that the laws of the State of Missouri shall govern this MAINTENANCE BOND. Any action arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
Number

deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By _____ (s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Witness to Surety)

By _____ (s)

Attorney-in-Fact

(Address)

(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.
5. Provide supplemental execution by any additional parties, such as joint venturers.
6. Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PAYMENT BOND

CONTRACTOR (name and address):

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

OWNER:

**City of Smithville, Missouri
107 West Main Street
Smithville, MO 64089**

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____

Amount: _____

Description: _____

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 18

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.

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

(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. (3) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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 the Courts of Missouri County of Clay which is the County 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
 - 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. Modifications to this Bond are as follows: None
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER:

City of Smithville, Missouri
107 West Main Street
Smithville, MO 64089

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: one e 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 *(seal)*

Surety's Name and Corporate Seal *(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. (3) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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 Contractor performs the Construction Contract, 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.
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.

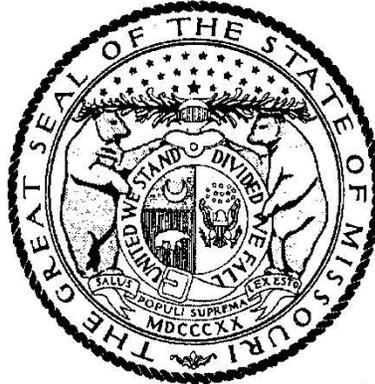
16. Modifications to this Bond are as follows:

APPLICABLE LAW: the laws of the State of Missouri shall govern the Performance Bond. Any action or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Surety is validly registered to do business in Missouri. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

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 _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$74.08
Boilermaker	\$36.40*
Bricklayer-Stone Mason	\$64.33
Carpenter	\$66.73
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.22
Plasterer	
Communication Technician	\$63.19
Electrician (Inside Wireman)	\$72.26
Electrician Outside Lineman	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$36.40*
Glazier	\$59.01
Ironworker	\$72.20
Laborer	\$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.40*
Plumber	\$81.51
Pipe Fitter	
Roofer	\$60.78
Sheet Metal Worker	\$78.40
Sprinkler Fitter	\$70.79
Truck Driver	\$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$52.62
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.

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

THIS AGREEMENT is by and between **City of Smithville, Missouri** ("Owner") and
----- ("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:

RFP #26-02 SANITARY SEWER REHABILITATION

ARTICLE 2 -THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:*

- Installation of approximately 1,850 feet of Cured in Place Pipe (CIPP)
- Rehabilitation of approximately 123 vertical feet of Sanitary Sewer Manhole

ARTICLE 3 - ENGINEER

3.1 The Project has been designed by City of Smithville

3.2 Not used.

ARTICLE 4 - CONTRACT TIMES

4.1 *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.

4.2 *Contract Times: Days*

- A. The Work will be completed by August 1st, 2026
-

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 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 4.2 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 \$100.00 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 Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100.00 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.

4.4 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.1 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 Unit Price Work, subject to the maximum allowed by the bid and the Ordinance approving the City's execution of the agreement, 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).

1. 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 subject to the maximums allowed, determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6- PAYMENT PROCEDURES

6.1 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.

6.2 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 last 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 90 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 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 95 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.

6.3 *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 - CONTRACTOR'S REPRESENTATIONS

7.1 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: (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, 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.
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- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 - CONTRACT DOCUMENTS

8.1 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Maintenance bond (page 1 to 3, inclusive).
 - 5. RFP 26-02
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit 1 (Affidavit of Work Authorization and Documentation)
 - b. Contractor's Bid
 - 7. 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 8.01.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 8.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided **in** the General Conditions.
-

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.

9.6 *Other Provisions*

- A. Owner stipulates that if 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.

9.7 *Affidavit of Work Authorization and Documentation*

- A. Pursuant to 285.530 RSMo, the Contractor 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
 1. submitting a completed, notarized AFFIDAVIT OF COMPLIANCE with Section 285.530 R.S.Mo WORK AUTHORIZATION and
 2. 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.
- B. 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.

9.8 *Wage Rates*

- A. Contractor agrees and understands that all workers performing work under this contract must be paid not less than the prevailing pursuant to the Prevailing Wage Law of the State of Missouri. Currently Annual Wage Order No. 32 Dated March 10, 2026, Clay County. Contractor, therefore, agrees and shall ensure that it pays all of its employees not less than the prevailing wage and all shall ensure such compliance with regard to its subcontractors that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. Contractor shall submit upon request to the City all payroll or account records necessary to verify compliance with the prevailing wage requirements of the State of Missouri.
 - B. Contractor will forfeit a penalty to the City of 100 dollars per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under any
-

contract executed pursuant to this contract by the contractor or any subcontractor (Section 290.250 R.S.Mo.)

- C. Upon completion of the work and labor by the Contractor and all subcontractors must file an Affidavit of Compliance stating that the party has complied with the Prevailing Wage Law before final payment will be made by the City with regard to any contract awarded with regard to this RFP all as required by (§§290.290, 290.325 **R.S.MO.**)
- D. Contractor and any subcontractor shall keep within the state of Missouri for a period of one year following the completion of the work required by this agreement and shall submit upon request to the Park Board all payroll or account records necessary to verify compliance with the prevailing wage requirements of the State of Missouri.

9.9 *Occupational Safety and Health Administration (OSHA) Training*

- A. Pursuant to §292.675 R.S.Mo for any work performed after August 28th 2009 the Contractor and all Subcontractor(s) shall provide all on-site employees a ten-hour training program which includes a course in construction safety and health 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. All such employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars 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 herein has elapsed. Pursuant to §292.675(4) R.S.Mo the City shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the Contractor under the contract. The Contractor may withhold from any Subcontractor sufficient sums to cover any penalties the City has withheld from the Contractor resulting from the Subcontractor's failure to comply with the terms of this section. 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 Circuit court in Platte County.

9.10 *Conflicts of Interest*

- A. The Contractor warrants and represents that neither the Contractor nor its officers, directors, agents, employees or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.
- B. The Contractor has not and will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:
 - 1. Any official action taken, or to be taken, or which could be taken; or
 - 2. A legal duty performed or to be performed, or which could be performed; or

3. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.
- C. No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

9.11 Compliance with Law

- A. This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances and regulations. The Contractor shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Contract as well as the placement and/or use of any equipment at the location specified.

9.12 Not a Joint Venture

- A. Nothing contained in this Contract shall be deemed to constitute the City and the Contractor as partners in a partnership or joint venture for any purpose whatsoever.

9.13 Non-Liability of City Personnel

- A. Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Contract or operations of the Contractor.

9.14 Records

- A. The Contractor shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract/Agreement. The Contractor agrees that the City Clerk, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Contractor involving the transactions related to this Contract.

9.15 Waiver

- A. The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract/Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by the Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.
-

9.16 *Workers Compensation Insurance*

- A. Contractor agrees to maintain worker's compensation insurance on all of its employees and to ensure that all of its subcontractors maintain worker's compensation insurance on all of its employees. Contractor shall indemnify and hold harmless the City for any and all liability of the City (including attorney's fees) for the failure to maintain any such insurance.

9.17 *Independent Contractor*

- A. The Contractor warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Contractor shall finance its own operations and shall operate as an independent contractor and not as an agent of the City, and shall indemnify and hold the City free and harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Contractor or of its subcontractors, agents, and employees, including costs and attorney's fees.
- B. The Contractor will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$5,000,000.00 as evidenced by the Certificate of Liability Insurance. The Contractor will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from any and all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri.
- C. Regardless of any approval by the City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Contractor's failure to maintain the required insurance in effect, the City may order the Contractor to immediately terminate its work until the breach has been cured or terminate this Contract.

9.18 *Applicable Law*

- A. The laws of the State of Missouri shall govern this Agreement/Contract. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Contractor is validly registered to do business in Missouri. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.
-

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

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

OWNER:

CONTRACTOR:

By: Damien Boley

By: _____

Title: Mayor

Title: _____

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

Attest: _____

Attest: _____

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.)

**SUPERSEDING ADDENDUM – SMITHVILLE: SANITARY SEWER
REHABILITATION RFP# 26-02**

1. THIS SUPERSEDING ADDENDUM is made as of _____, 2026 by and between the City of Smithville, Missouri (“Owner”) and _____ (“_____”).
2. The Owner and Contractor entered into an Agreement (the “Agreement”) on _____, ____, 2026 that set forth the duties and obligations of the Owner and Contractor regarding construction of the Sanitary Sewer Rehabilitation RFP #26-02.
3. This superseding addendum form is hereby made part of the Agreement by and between Owner and Contractor, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this addendum is expressly incorporated and made a part of the Agreement.
4. Section 18.07 “*Controlling Law*” of the EJCDC C-700 Standard General Conditions, is hereby struck from the Agreement in its entirety.
5. All work related to the Agreement shall be governed by the laws of the State of Missouri and shall be litigated, arbitrated (if such provision has been included within the Agreement), and/or mediated in Clay County, Missouri.
6. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
7. Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Contractor’s certification of compliance with the Anti- Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, 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. 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.

