CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

AMENDED

MARCH 14, 2016

7:00 P.M.

OPEN TO THE PUBLIC

LOCATED IN THE COUNCIL CHAMBERS OF CITY HALL
711 MAIN STREET – GRAIN VALLEY, MISSOURI

ITEM I: CALL TO ORDER
- Mayor Mike Todd

ITEM II: ROLL CALL
- Executive Administrative Assistant Khalilah Holland

ITEM III: INVOCATION
- Pastor Ray Gurney with Cross Creek Baptist Mission

ITEM IV: PLEDGE OF ALLEGIANCE
- Alderman Dale Arnold

ITEM V: APPROVAL OF AGENDA
- City Administrator Ryan Hunt

ITEM VI: PROCLAMATION
- None

ITEM VII: CITIZEN PARTICIPATION
- Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

ITEM VIII: CONSENT AGENDA
- February 2016 – Court Report
- February 22, 2016 – Board of Aldermen Minutes
- March 14, 2016 – Accounts Payable

ITEM IX: PREVIOUS BUSINESS
- None

ITEM X: NEW BUSINESS
- None

ITEM XI: PUBLIC HEARING

- First Amendment to the Petition to Establish the Grain Valley Marketplace Community Improvement District
- Addition of Property to the Grain Valley Marketplace Community Improvement District

ITEM XII ORDINANCES

ITEM XII(A)
B16-01
2nd Reading
Introduced by Alderman Dale Arnold

An Ordinance Amending Chapter 600, Article III "Miscellaneous Provisions", Adding 600.370, Persons on Premises Times Fixed Opening and Closing Premises – Closing Place Defined

To ADD SECTION 600.370, TO CHAPTER 600, to be titled "Persons on Premises after Time Fixed Opening and Closing – Closed Place Defined"

ITEM XII(B)
B16-02
1st Reading
Introduced by Alderman Yolanda West

An Ordinance Approving A Second Amendment To The Grain Valley Marketplace Tax Increment Financing Plan Relating Only To Redevelopment Project 2 And Taking Other Actions Related Thereto

To amend the Grain Valley Marketplace Tax Increment Financing Plan, related to Redevelopment Project 2 which will allow the assignment of a new developer, additional development to occur and all other actions necessary by the plan to take place.

ITEM XII(C)
B16-03
1st Reading
Introduced by Alderman Yolanda West

An Ordinance Approving the First Amendment to the Petition to Establish the Grain Valley Marketplace Community Improvement District

The purpose of this amendment is to include payment of costs associated with the Grain Valley Marketplace Neighborhood Improvement District ("NID"), including payment or reimbursement of NID special assessments and/or debt service on NID bonds associated with one or more parcels within the boundaries of the NID and CID.

ITEM XII(D)
B16-04
1st Reading
Introduced by Alderman Yolanda West

An Ordinance Approving a Petition for Addition of Property to the Grain Valley Marketplace Community Improvement District

The purpose of this ordinance is to approve the addition of property to the CID.

ITEM XII(E)
B16-05
1st Reading
Introduced by Alderman Chuck Johnston

An Ordinance Appointing Chenéy Parrish as the City Clerk of the City of Grain Valley, Missouri

To appoint Chenéy Parrish as the City Clerk for the City of Grain Valley

ITEM XII(F)
B16-06
1st Reading
Introduced by Alderman Dale Arnold

An Ordinance Appointing Khalilah Holland as Deputy City Clerk of the City of Grain Valley, Missouri

To verify Khalilah Holland is the Deputy City Clerk and will have full authority as City Clerk in the absence of the appointed City Clerk

ITEM XIII: RESOLUTIONS

ITEM XIII(A)
R16-10
Introduced by Alderman Yolanda West

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Reappointing Kim Roam to the Industrial Development Authority Corporation for a Four (4) Year Term

To reappoint member to the Industrial Development Authority Corporation

ITEM XIII(B)
R16-11
Introduced by Alderman Yolanda West

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Reappointing Michael Switzer to the Industrial Development Authority Corporation for a Two (2) Year Term

To reappoint member to the Industrial Development Authority Corporation

ITEM XIII(C)
R16-12
Introduced by Alderman Yolanda West

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Reappointing Penny Kruse to the Industrial Development Authority Corporation for a Two (2) Year Term

To reappoint member to the Industrial Development Authority Corporation

ITEM XIII(D)
R16-13
Introduced by Alderman Valerie Palecek

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administration to Enter into a Contract with VF Anderson Builders LLC for Grain Valley's "Water Main Replacements Project No. 18214.004"

To replace water infrastructure along north Thieme Street, and Minter Ave. Also install new water infrastructure along Ryan Road and Minter Road

ITEM XIII(E) R16-14 *Introduced by Alderman Valerie Palecek*	**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administration to Enter into an Agreement with T.J.'s Turf Maintenance AKA Earl Madison Company for Abatement Services** To provide a high level of service to the residents, business owners and visitors of Grain Valley by maintaining un-kept properties in the community
ITEM XIII(F) R16-15 *Introduced by Alderman Valerie Palecek*	**A Resolution by the City Administrator to Enter into an Agreement with MKEC Engineering, INC., for Engineering Services on the SW Eagles Parkway Sidewalk Extension Project** To provide engineering survey and design of the Eagles Parkway sidewalk extension project

ITEM XIV: CITY ATTORNEY REPORT

- City Attorney Matt Geary

ITEM XV: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
- Community Development Director Ken Murphy
- Executive Administrative Assistant Khalilah Holland
- Finance Director Cathy Bowden
- Parks & Recreation Director Shannon Davies
- Chief of Police David Starbuck

ITEM XVI BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
- Alderman Bob Headley
- Alderman Chuck Johnston
- Alderman Valerie Palecek
- Alderman Tranita Stanley
- Alderman Yolanda West

ITEM XVII: MAYOR REPORT

- Mayor Mike Todd

ITEM XVIII: EXECUTIVE SESSION

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended

ITEM XIX: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE CITY OF GRAIN VALLEY BOARD OF ALDERMEN WILL TAKE PLACE MARCH 28, 2016 AS A REGULAR MEETING AT 7:00 P.M. TO BE HELD IN THE COUNCIL CHAMBERS OF GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6210 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6210

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Consent Agenda

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MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION	Contact information same as last report _
	Municipality:GRAIN VALLEY Period:February, 2016
Mailing Address:711 MAIN	Vendor: Tyler Technologies
Physical Address:711 MAIN	County:JACKSON Circuit:16
Telephone Number: (816) 847-6240	Fax Number: (816) 847-6209
Prepared by:Pamela Shrout	E-mail:PSHROUT@CITYOFGRAINVALLEY.ORG Notes
Municipal Judge(s):JOHN JACK	Prosecuting Attorney:JAMES COOK

II. MONTHLY CASELOAD INFORMATION	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	211	638	204
B. Cases filed	36	146	24
C. Cases Disposed			
1. Jury Trial	0	0	0
2. Court/Bench Trial -Guilty	0	0	0
3. Court/Bench Trial -Not Guilty	0	0	0
4. Plea of Guilty in Court	14	40	7
5. BF and Viol. Bureau Citations	0	10	0
6. Dismissed by Court	10	40	24
7. Nolle Prosequi	0	0	0
8. Certified for Jury Trial	0	0	0
9. TOTAL CASE DISPOSITIONS	24	90	31
D. Cases pending - End of Month	223	694	197
E. Trial de Novo - Appeal filed	0	0	0

III. WARRANT INFORMATION		IV. PARKING TICKETS
1. Total Issued	40	Issued 11
2. Total served/withdrawn EOM	55	[ ] No parking tickets
3. Total Outstanding EOM	297	

V. NET REVENUE COLLECTED			
Fines	$ 7,671.45	Restitution	$ 2,211.75
Clerk/Court Fee (Costs)	$ 948.00	Parking Ticket	$ 0.00
Jud Ed Fund	$ 0.00	Bond Forf	$ 500.00
[X] No JEF collection			
Peace Officer (POST)	$ 77.00	Bond refunds	$ 735.00
Crime Victims Comp (CVC)	$ 549.01	Total Other Disbursements	
Law Enf Training (LET)	$ 158.13		$ 1,537.33
Domestic Viol Shelter	$ 316.00		
Inmate Sec Fund	$ 0.00	Tot Disbursements	$ 14,934.75
Sheriffs' Retirement Fund	$ 231.08		

Missouri Office of State Courts Administrator

MUNICIPAL DIVISION REPORTING FORM

| COURT INFORMATION | Municipality:GRAIN VALLEY | Period:February, 2016 |

Supplemental

Section V. NET DISBURSEMENTS

Other Disbursements	$ Amount
CRIME VICTIMS CITY	$ 29.60
INCARCERATION REIMBURSEMENT	$ 703.73
OFFICER REIMBURSEMENT DWI	$ 488.00
EQUIPMENT REIMB DWI	$ 316.00
	$ 0.00
Total for Other Disbursements	$ 1,537.33

Office of State Court Administrator, Statistics
2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110
OSCA Help Desk: 1-888-541-4894 Research Unit Fax: 573-526-0338
E-mail: municipaldivision.reports@courts.mo.gov

ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on February 22, 2016 at 7:00 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- Deputy City Clerk Tami Love called roll
- *Present: Arnold, Headley, Johnston, Palecek, Stanley, West*
- *Absent: None*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Darryl Jones with Crossroads Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Yolanda West

ITEM V: APPROVAL OF AGENDA

- City Administrator Hunt stated no need for changes

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- Mayor Todd opened the floor for citizen participation
    - Jan Brill located at 1035 SW Ephraim spoke in regards to the City to support the Resolution approving the participation in a Friend of the Court (Amicus) Brief on the authority of Municipalities to set standards above the state mandated minimum standards.
    - Attorney Matt Geary discussed what an Amicus Brief is. Generally they let the Municipal league take the lead on it. Ryan Hunt, City Administrator to get ahold of the MML to see where they are at in the process. Then the board can decide.

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ITEM VIII: CONSENT AGENDA

- January 13, 2016 – Planning & Zoning Commission Minutes
- February 8, 2016 – Board of Aldermen Minutes
- February 22, 2016 – Accounts Payable

- *Alderman West made a Motion to Approve Consent Agenda*
- *The Motion was Seconded by Alderman Headley*
  - *A correction to Resolution No. R16-06 noting the Nay vote of Aldermen Johnston and Alderman West.*
- *Motion to Approve Consent Agenda was voted on with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- None

ITEM XI: DISCUSSION

- None

ITEM XII: ORDINANCES

Bill No. B16-01: An Ordinance, Amending Chapter 600, Article III "Miscellaneous Provisions", Adding 600.370, Persons on Premises Times Fixed Opening and Closing Premises – Closing Place Defined

- City Attorney Matt Gist read **Bill No. B16-01** for its first reading by title only
- *Alderman Arnold moved to accept first reading of **Bill No. B16-01** bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Stanley*
- ***Bill No. B16-01** was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

Non-Official Copy

-Bill No. B16-01 Approved for a Second Reading: 6-0-

ITEM XIII: RESOLUTIONS

Resolution No. R16-07: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administration to Purchase Three (3) Police Interceptor Utility Vehicles for the Police Department Patrol Fleet.

- City Attorney Matt Geary read **Resolution No. R16-07** by title only
- *Alderman Arnold moved to accept Resolution No. R16-07 as read*
- *The Motion was Seconded by Alderman Headley*
- *Resolution No. R16-07 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-RESOLUTION NO. R16-07 APPROVED: 6-0-

Resolution No. R16-08: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Reappointing James Pycior to The Grain Valley Planning and Zoning Commission for a Two (2) Year Term

- City Attorney Matt Geary read **Resolution No. R16-08** by title only
- *Alderman Palecek moved to accept Resolution No. R16-08 as read*
- *The Motion was Seconded by Alderman Johnston*
- *Resolution No. R16-08 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-RESOLUTION NO. R16-08 APPROVED: 6-0-

Resolution No. R16-09: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Purchase a 2016 Ford F350 Truck for the Public Works Maintenance Fleet

- City Attorney Matt Geary read **Resolution No. R16-09** by title only
- *Alderman Palecek moved to accept Resolution No. R16-09 as read*
- *The Motion was Seconded by Alderman Headley*

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- Aldermen Johnston asked if we ever take our bids to Missouri Dealerships to see if they will match other dealerships prices.
- The Board of Alderman decided to have the Public Works Maintenance Fleet purchase the 2016 Chevrolet from Molle Chevrolet.

- *Resolution No. R16-09 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-RESOLUTION NO. R16-09 APPROVED: 6-0-

ITEM XIV: CITY ATTORNEY REPORT

- None

ITEM XV: CITY ADMINISTRATOR/STAFF REPORTS

- City Administrator *(City Administrator Ryan Hunt)*
  - Home Builders Association Report for January. Grain Valley came in 2nd place in Jackson County.
- Finance *(Finance Director Cathy Bowden)*
  - None
- Human Resources/City Clerk *(Human Resources Assistant/Deputy City Clerk Tami Love)*
  - None
- Parks & Recreation Department *(Parks & Recreation Director Shannon Davies)*
  - None
- Police *(Chief of Police David Starbuck)*
  - None
- Community Director (*Community Director Ken Murphy)*
  - None

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
  - None
- Alderman Bob Headley
  - None
- Alderman Chuck Johnston
  - Is the cost justified for the expense of the lift? Mr. Hunt to discuss with Ken Murphy, Director of Community Development to make sure the lift is cost effective

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- Snipe signs are picked
- Alderman Valerie Palecek
  - None
- Alderman Tranita Stanley
  - Citations on business owners
- Alderman Yolanda West
  - None

ITEM XVII: MAYOR MIKE TODD

- None

ITEM XVIII: EXECUTIVE SESSION

- Mayor Todd stated a need to hold an Executive Session for the following items:
  - Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- *Alderman West moved to close the Regular Meeting for items related to Section 610.021(1), RSMo. 1998, as Amended*
- *The motion was seconded by Alderman Palecek*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 7:35PM

- *Alderman West moved to open the Regular Meeting*
- *The motion was seconded by Alderman Johnston*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT P.M. WEST 9:05PM

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ITEM XIX: ADJOURNMENT

Minutes submitted by:

_____ _____

Tami Love
Deputy City Clerk

Date

Minutes approved by:

_____ _____

Mike Todd
Mayor

Date

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ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	None	City Attorney Matt Geary
Alderman Dale Arnold		Community Development Director Ken Murphy
Alderman Bob Headley		Finance Director Cathy Bowden
Alderman Chuck Johnston		Deputy City Clerk/HR Assistant Tami Love
Aldermen Valerie Palecek		Parks & Recreation Director Shannon Davies
Alderman Valerie Palecek		Chief of Police David Starbuck
Alderman Yolanda West		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	149.61
			PPO	33.79
			PPO	304.03
			HSA	516.67
			HSA	996.30
			HSA	104.37
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,368.84
			MISSOURI WITHHOLDING	2,370.34
		FAMILY SUPPORT PAYMENT CENTER	VANDER LINDEN CASE 6079233	184.62
			VANDER LINDEN CASE 6079233	184.62
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	939.20
			HSA - GRAIN VALLEY, MO	939.92
		DELTA DENTAL OF MO LOCKBOX	DENTAL	75.05
			DENTAL	131.80
			DENTAL	76.44
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	270.00
		AFLAC	AFLAC AFTER TAX	71.37
			AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	249.55
			AFLAC-W2 DD PRETAX	204.03
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	104.17
			FLEX - DEPENDENT CARE	105.21
			FLEX PLAN	177.50
			FLEX PLAN	177.50
		ICMA RC	ICMA 457 %	328.32
			ICMA 457 %	348.34
			ICMA 457	410.50
			ICMA 457	406.60
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,819.17
			FEDERAL WH	6,704.21
			SOCIAL SECURITY	3,912.45
			SOCIAL SECURITY	3,890.94
			MEDICARE	914.97
			MEDICARE	909.96
		VISION SERVICE PLAN - IC	VISION	36.16
			VISION	19.44
			VISION	29.14
			VISION	8.85_
			TOTAL:	35,480.76
HR/CITY CLERK	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	94.89
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	67.03
		GENERAL CODE LLC	CODE CHANGES	631.44
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	25.00
			HSA - GRAIN VALLEY, MO	25.59
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	6.00
		ROBERT W ODELL	FIRE EXT MAINTENANCE	690.40
		DELTA DENTAL OF MO LOCKBOX	DENTAL	8.96
		CHENEY PARRISH	PARRISH:MEALS MOCCFOA CONF	133.00
		THE EXAMINER	COMBINED STATEMENT	687.96
			CITY CLERK	100.00
			P&R SEASONAL & PT CASHIER	31.00
		KHALILAH HOLLAND	HOLLAND:MEALS MOCCFOA CONF	133.00
		MSU	PARRISH:NEW CLERKS CONF MO	330.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	50.68
			SOCIAL SECURITY	51.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE	11.85
			MEDICARE	12.14_
			TOTAL:	3,090.83
INFORMATION TECH	GENERAL FUND	UMB BANK-HSA	HSA - GRAIN VALLEY, MO	1.09
		HYPERTEC USA INC	MONITORS	808.00
			LAPTOPS	2,100.00
			DESKTOPS	2,025.00
			MICROSOFT OFFICE	614.29
		VERIZON WIRELESS	CELLULAR SERVICES 02/19-03	160.04
			CELLULAR SERVICES 02/19-03	40.01
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2.42
			MEDICARE	0.57_
			TOTAL:	5,751.42
BLDG & GRDS	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	98.80
		KCP&L	600 BUCKNER TARSNEY RD	10.43
			800 MAIN (FAIRGROUND)	17.26
			596 BUCKNER TARSNEY	12.44
			CAPPELL & FRONT, PH	11.52
			618 JAMES ROLLO CT	95.29
			6100 S BUCKNER TARSNEY RD	24.95
			618 JAMES ROLLO CT	23.42
			711 MAIN ST	1,134.39
			620 JAMES ROLLO	89.89
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00
			HSA - GRAIN VALLEY, MO	50.00
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	12.00
		GENERAL ELEVATOR	MAR MONTHLY ELEVATOR SERV	93.80
		WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	348.57
		DELTA DENTAL OF MO LOCKBOX	DENTAL	17.92
		QUALITY PLUMBING INC	MATERIAL/LABOR CHARGE	585.82
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	74.70
			SOCIAL SECURITY	74.70
			MEDICARE	17.47
			MEDICARE	17.47_
			TOTAL:	3,050.62
ADMINISTRATION	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	294.15
			HSA	137.59
			HSA	47.45
			BARTON	379.55
		RICOH USA INC	MAILROOM C85075	164.16
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	269.76
			HUNT	201.69-
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	62.50
			HSA - GRAIN VALLEY, MO	63.02
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	27.00
		MARC D LAVOIE	2016 PIO SERVICES	800.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	29.25
			DENTAL	12.96
			DENTAL	4.48
		VERIZON WIRELESS	RH IPAD	879.99
		ICMA RC	EMPLOYEE DEDUCTIONS	215.46
			HUNT OVERPAYMENT 020516	61.49-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			EMPLOYEE DEDUCTIONS	99.04
			BARTON XTRA DCA	245.79
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	368.89
			SOCIAL SECURITY	201.59
			MEDICARE	86.27
			MEDICARE	47.14
		VISION SERVICE PLAN - IC	VISION	7.29_
			TOTAL:	4,180.15
LEGAL	GENERAL FUND	JAMES T COOK	CITY ATTORNEY	262.50
		DYSART TAYLOR COTTER	FEES AND EXPENSES	700.00
			GENERAL FEES AND EXPENSES	575.00
			GENERAL FEES AND EXPENSES	212.50_
			TOTAL:	1,750.00
FINANCE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	189.78
			WEEMS	710.12
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
			MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	187.52
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00
			HSA - GRAIN VALLEY, MO	50.32
		DELTA DENTAL OF MO LOCKBOX	DENTAL	8.96
			DENTAL	12.13
			WEEMS	35.84
		MO DEPT OF REVENUE	JAN 16 MONTHLY SALES TAX	35.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	134.91
			SOCIAL SECURITY	136.06
			MEDICARE	31.56
			MEDICARE	31.81_
			TOTAL:	1,615.01
COURT	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	206.05
		JAMES T COOK	CITY PROSECUTOR	375.00
		JOHN R JACK	MAR 16 JUDICIAL FEES	600.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	151.01
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	4.29
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	7.80
		DELTA DENTAL OF MO LOCKBOX	DENTAL	1.54
			DENTAL	24.26
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	113.45
			SOCIAL SECURITY	105.36
			MEDICARE	26.53
			MEDICARE	24.64_
			TOTAL:	1,639.93
VICTIM SERVICES	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	275.17
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	110.55
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00
			HSA - GRAIN VALLEY, MO	50.00
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	12.00
			MARCH 16 STANDARD INSURANC	12.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	25.92
		VERIZON WIRELESS	CELLULAR SERVICES 02/19-03	51.69
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	131.66
			SOCIAL SECURITY	129.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE	30.79
			MEDICARE	30.21_
			TOTAL:	909.18
FLEET	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	135.49
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00
			HSA - GRAIN VALLEY, MO	50.00
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	12.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	24.26
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	101.71
			SOCIAL SECURITY	101.71
			MEDICARE	23.79
			MEDICARE	23.79_
			TOTAL:	712.53
POLICE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	275.17
			PPO	389.04
			HSA	825.51
			HSA	1,881.53
			HSA	1,945.20
			HSA	294.16
			CHINN	447.14-
			CONLEY	379.55-
			ROUNDING	0.28-
		RICOH USA INC	PD C85075912	252.30
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,183.25
			MONTHLY CONTRIBUTIONS	367.76
			ROUNDING	0.06-
		STATE BANK OF MISSOURI	MAR 16 COBAN LEASE	1,831.90
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	945.71
			HSA - GRAIN VALLEY, MO	950.00
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	264.00
		STAMP FULFILLMENT SERVICES	500 ENVELOPES	302.65
		DELTA DENTAL OF MO LOCKBOX	DENTAL	77.76
			DENTAL	159.74
			DENTAL	160.65
			DENTAL	97.04
			CHINN	35.84-
			CONLEY	35.84-
			ROUNDING	0.10-
		HYPERTEC USA INC	LAPTOPS	1,050.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	554.21
			BULK GASOHOL/DIESEL	61.98
			BULK GASOHOL/DIESEL	551.04
			BULK GASOHOL/DIESEL	18.56
			BULK GASOHOL/DIESEL	734.61
			BULK GASOHOL/DIESEL	32.17
		COMCAST	HIGH SPEED INTERNET	159.35
		VERIZON WIRELESS	CELLULAR SERVICES 02/19-03	754.44
			CELLULAR SERVICES 02/19-03	80.02
			CELLULAR SERVICES 02/19-03	292.55
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,515.99
			SOCIAL SECURITY	2,668.99
			MEDICARE	588.38
			MEDICARE	624.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		VISION SERVICE PLAN - IC	ROUNDING	0.09-
			TOTAL:	23,990.94
ANIMAL CONTROL	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	100.35
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	30.56
		VERIZON WIRELESS	DATA PACKAGE $10/75MB-ACCE	165.90-
			CELLULAR SERVICES 02/19-03	31.90
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	96.57
			SOCIAL SECURITY	90.95
			MEDICARE	22.59
			MEDICARE	21.27_
			TOTAL:	430.07
PLANNING & ENGINEERING	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	426.51
			HSA	294.17
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	456.96
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	155.00
			HSA - GRAIN VALLEY, MO	155.10
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	46.80
		DELTA DENTAL OF MO LOCKBOX	DENTAL	14.26
			DENTAL	45.70
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	29.85
			BULK GASOHOL/DIESEL	33.79
			BULK GASOHOL/DIESEL	20.18
		THE EXAMINER	ABATEMENT RFP	608.58
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	323.91
			SOCIAL SECURITY	328.09
			MEDICARE	75.76
			MEDICARE	76.73_
			TOTAL:	3,091.39
NON-DEPARTMENTAL	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	265.43
			HSA	179.34
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	343.90
			MISSOURI WITHHOLDING	347.23
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	121.46
			HSA - GRAIN VALLEY, MO	120.96
		DELTA DENTAL OF MO LOCKBOX	DENTAL	16.35
			DENTAL	26.36
			DENTAL	1.18
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	15.03
			AFLAC-W2 DD PRETAX	18.66
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	229.17
			FLEX - DEPENDENT CARE	228.97
			FLEX PLAN	91.67
			FLEX PLAN	91.67
		ICMA RC	ICMA 457 %	136.87
			ICMA 457 %	133.91
			ICMA 457	281.00
			ICMA 457	280.87
		INTERNAL REVENUE SERVICE	FEDERAL WH	997.99
			FEDERAL WH	994.64
			SOCIAL SECURITY	704.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			SOCIAL SECURITY	707.04
			MEDICARE	164.77
			MEDICARE	165.32
		VISION SERVICE PLAN - IC	VISION	6.08_
			TOTAL:	6,673.87
PARK ADMIN	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	58.83
			HSA	577.86
			HSA	56.94
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	428.62
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	125.00
			HSA - GRAIN VALLEY, MO	124.66
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	30.00
		WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	58.10
		DELTA DENTAL OF MO LOCKBOX	DENTAL	5.85
			DENTAL	28.51
			DENTAL	3.58
			DENTAL	32.13
			DENTAL	2.43
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	116.57
			BULK GASOHOL/DIESEL	106.16
			BULK GASOHOL/DIESEL	37.63
		VERIZON WIRELESS	CELLULAR SERVICES 02/19-03	51.69
		ICMA RC	EMPLOYEE DEDUCTIONS	19.81
			HUNT OVERPAYMENT 020516	12.29-
			EMPLOYEE DEDUCTIONS	19.80
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	289.47
			SOCIAL SECURITY	288.44
			MEDICARE	67.70
			MEDICARE	67.45
		VISION SERVICE PLAN - IC	VISION	1.46_
			TOTAL:	2,586.40
PARKS STAFF	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	360.56
			HSA	189.78
			HAWKINS	402.42
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	323.49
		KCP&L	701 SW EAGLES PKWY	17.26
			ARMSTRONG PARK 041503	115.28
			ARMSTRONG PARK DR	36.11
			ARMSTRONG PARK 098095	22.27
			800 MAIN (FAIRGROUND)	17.26
			ARMSTRONG PARK 017576	127.81
			28605 E HWY AA #4	50.05
			28605 E HWY AA #3	17.19
			28605 E HWY AA B3	17.19
			28605 E HWY AA #2	17.19
			JAMES ROLLO SHELTER 2	57.75
			MAIN-ARMSTRONG SHELTER 1	17.19
			618 JAMES ROLLO CT	47.64
			ARMSTRONG PARK	30.86
			6100 S BUCKNER TARSNEY RD	144.16
			28605 E HWY AA, FOOTBALL	17.26
			28605 E HWY AA, EAST	17.26
			618 JAMES ROLLO CT	11.71
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			HSA - GRAIN VALLEY, MO	50.00
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	36.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	35.84
		WEST CENTRAL ELECTRIC COOP INC	01/28-02/26 BALLPARK COMPL	168.01
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	227.04
			SOCIAL SECURITY	231.29
			MEDICARE	53.09
			MEDICARE	54.08_
			TOTAL:	2,963.04
COMMUNITY CENTER	PARK FUND	RICOH USA INC	COMM CTR C85075	48.97
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	131.43
		KCP&L	713 MAIN ST	1,238.83
			713 MAIN #A	484.29
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	12.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	17.92
		VERIZON WIRELESS	CELLULAR SERVICES 02/19-03	51.69
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	188.01
			SOCIAL SECURITY	187.31
			MEDICARE	43.98
			MEDICARE	43.79_
			TOTAL:	2,448.22
NON-DEPARTMENTAL	TRANSPORTATION	BLUE CROSS BLUE SHIELD OF KC	PPO	29.92
			HSA	55.51
			HSA	119.55
			HSA	20.87
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	116.30
			MISSOURI WITHHOLDING	115.57
		FAMILY SUPPORT PAYMENT CENTER	SNODGRASS CASE 91536266	20.60
			SNODGRASS CASE 91536266	20.60
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	77.21
			HSA - GRAIN VALLEY, MO	77.21
		UNITED STATES TREASURY	SNODGRASS	30.00
			SNODGRASS	30.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	9.65
			DENTAL	15.81
			DENTAL	2.35
		AFLAC	AFLAC PRETAX	6.31
			AFLAC-W2 DD PRETAX	8.05
		ICMA RC	ICMA 457	10.50
			ICMA 457	10.33
		INTERNAL REVENUE SERVICE	FEDERAL WH	351.81
			FEDERAL WH	348.22
			SOCIAL SECURITY	225.73
			SOCIAL SECURITY	224.90
			MEDICARE	52.79
			MEDICARE	52.60
		VISION SERVICE PLAN - IC	VISION	1.11
			VISION	5.82
			VISION	1.77_
			TOTAL:	2,041.09
TRANSPORTATION	TRANSPORTATION	BLUE CROSS BLUE SHIELD OF KC	PPO	55.03
			HSA	178.86
			HSA	170.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			HSA	233.43
			HSA	58.83
		RICOH USA INC	PW C85075929	2.43
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	326.60
		KCP&L	655 SW EAGLES PKWY	28.66
			GRAIN VALLEY ST LIGHTS	6,492.95
			GRAIN VALLEY STREET LT	5,366.64
			GRAIN VALLEY ST LGHTS	76.63
			618 JAMES ROLLO CT	95.29
			AA HWY & SNI-A-BAR BLVD	24.28
			618 JAMES ROLLO CT	23.42
			711 MAIN ST	97.23
		PAVING MAINTENANCE SUPPLY INC	CRACK SEALER REPAIR	1,634.25
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	117.50
			HSA - GRAIN VALLEY, MO	117.27
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	30.60
		GENERAL ELEVATOR	MAR MONTHLY ELEVATOR SERV	8.04
		WINDSTREAM COMMUNICATIONS	PHONE CHARGES 02/21-03/20	47.79
			WINDSTREAM COMMUNICATIONS	34.86
		DELTA DENTAL OF MO LOCKBOX	DENTAL	16.84
			DENTAL	8.96
			DENTAL	19.29
			DENTAL	4.85
		VANCE BROTHERS INC	ASPHALT MATERIALS	748.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	76.69
			BULK GASOHOL/DIESEL	43.27
			BULK GASOHOL/DIESEL	89.42
		VERIZON WIRELESS	CELLULAR SERVICES 02/19-03	25.82
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	225.73
			SOCIAL SECURITY	224.88
			MEDICARE	52.79
			MEDICARE	52.61
		WILLIAM WRISINGER	TRASH BARS	8,225.00_
			TOTAL:	25,035.55
PUBLIC HEALTH	PUBLIC HEALTH	GRAIN VALLEY ASSISTANCE COUNCIL	GVAC-HOME DELIVERED MEALS	3,900.00_
			TOTAL:	3,900.00
TIF-OLD TOWN MKT PLACE	OLD TOWNE TIF	OLD TOWNE MARKETPLACE LLC	3RD QTR ZOO DUPLICATE	1,192.62-
			4TH QTR CITY CORRECTION	566.23
			4TH QTR 2015 CJC SALES TAX	5,187.96
			JAN 15 PROPERTY TAX	20,848.68_
			TOTAL:	25,410.25
NON-DEPARTMENTAL	WATER/SEWER FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	119.69
			HSA	273.28
			HSA	478.23
			HSA	187.87
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	904.96
			MISSOURI WITHHOLDING	786.86
		FAMILY SUPPORT PAYMENT CENTER	SNODGRASS CASE 91536266	82.40
			SNODGRASS CASE 91536266	82.40
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	590.51
			HSA - GRAIN VALLEY, MO	565.29
		UNITED STATES TREASURY	SNODGRASS	120.00
			SNODGRASS	120.00

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT_
		DELTA DENTAL OF MO LOCKBOX		DENTAL	47.55
				DENTAL	63.27
				DENTAL	25.87
		AFLAC		AFLAC PRETAX	37.52
				AFLAC-W2 DD PRETAX	55.01
		MISCELLANEOUS	DAVIS, SHERRY	20-104500-03	850.00
			MAGRUDER, RYAN	20-151290-10	100.00
			RITTER, ELLIE	10-831230-06	45.12
			COMFORT INN	20-575300-00	100.00
			HINES, MERCEDES	20-123100-13	25.41
			VANDERVELD, DONNA	20-151141-00	6.50
			TYLER, KENNETH R	20-151290-09	83.67
			FRANKE, MICHAEL	20-152140-02	15.54
			SYKES, MELANIE	20-199560-05	53.99
			BENNETT, EMILY	20-199790-06	15.54
			SALLEE HOMES	20-568150-00	13.80
		CITY OF GRAIN VALLEY -FLEX		FLEX - DEPENDENT CARE	83.34
				FLEX - DEPENDENT CARE	82.50
		ICMA RC		ICMA 457 %	202.13
				ICMA 457 %	199.76
				ICMA 457	98.00
				ICMA 457	102.20
		INTERNAL REVENUE SERVICE		FEDERAL WH	2,979.49
				FEDERAL WH	2,485.77
				SOCIAL SECURITY	1,619.50
				SOCIAL SECURITY	1,459.44
				MEDICARE	378.75
				MEDICARE	341.33
		VISION SERVICE PLAN - IC		VISION	12.08
				VISION	23.32
				VISION	7.08_
				TOTAL:	15,924.97
WATER	WATER/SEWER FUND	BLUE CROSS BLUE SHIELD OF KC		PPO	110.07
				HSA	117.66
				HSA	440.27
				HSA	711.68
				HSA	466.86
				HSA	264.74
		PEREGRINE CORPORATION		FEB MONTHLY BILL PRINTING	652.27
				FEB MONTHLY BILL PRINTING	122.65
		RICOH USA INC		PW C85075929	49.13
		MISSOURI LAGERS		MONTHLY CONTRIBUTIONS	985.99
		KCP&L		825 STONEBROOK DR	75.89
				1301 TYER RD UNIT A	74.42
				618 JAMES ROLLO CT	119.11
				110 SNI-A-BAR BLVD	86.87
				1301 TYER RD UNT B	321.79
				618 JAMES ROLLO CT	29.28
				618 JAMES ROLLO CT UNIT B	1,840.00
				711 MAIN ST	194.46
				1012 STONEBROOK LN	83.79
		UMB BANK-HSA		HSA - GRAIN VALLEY, MO	382.50
				HSA - GRAIN VALLEY, MO	356.48
		STANDARD INSURANCE CO		MARCH 16 STANDARD INSURANC	104.40
		UMB BANK NA		GV13 RFDG REV BDS SRS 2013	17,557.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	18,037.78
			DEBT	65,542.18
		MARC D LAVOIE	2016 PIO SERVICES	600.00
		GENERAL ELEVATOR	MAR MONTHLY ELEVATOR SERV	16.08
		WINDSTREAM COMMUNICATIONS	PHONE CHARGES 02/21-03/20	95.59
			WINDSTREAM COMMUNICATIONS	69.71
		DELTA DENTAL OF MO LOCKBOX	DENTAL	11.70
			DENTAL	41.47
			DENTAL	49.27
			DENTAL	38.55
			DENTAL	26.68
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	235.99
			BULK GASOHOL/DIESEL	86.56
			BULK GASOHOL/DIESEL	236.18
		VERIZON WIRELESS	CELLULAR SERVICES 02/19-03	51.64
		ICMA RC	EMPLOYEE DEDUCTIONS	94.20
			HUNT OVERPAYMENT 020516	24.60-
			EMPLOYEE DEDUCTIONS	39.62
			BARTON XTRA DCA	115.23
		NEPTUNE TECHNOLOGY GROUP INC	WATER METERS	65,840.00
			WATER METERS	28.04
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	809.76
			SOCIAL SECURITY	729.73
			MEDICARE	189.39
			MEDICARE	170.66
		VISION SERVICE PLAN - IC	VISION	2.91_
			TOTAL:	178,281.63
SEWER	WATER/SEWER FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	110.07
			HSA	117.66
			HSA	440.27
			HSA	711.64
			HSA	466.83
			HSA	264.75
		PEREGRINE CORPORATION	FEB MONTHLY BILL PRINTING	652.26
			FEB MONTHLY BILL PRINTING	122.66
		RICOH USA INC	PW C85075929	49.14
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	985.96
		KCP&L	925 STONE BROOK DR	17.19
			WOODLAND DR	306.74
			405 JAMES ROLLO DR	334.43
			1326 GOLFVIEW DR	86.82
			618 JAMES ROLLO CT	119.10
			WINDING CREEK SEWER	17.26
			618 JAMES ROLLO CT	29.27
			711 MAIN ST	194.47
			1201 SEYMOUR RD	17.26
			110 NW SNI-A-BAR PKWY	17.19
			1017 ROCK CREEK LN	17.19
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	382.50
			HSA - GRAIN VALLEY, MO	356.47
		STANDARD INSURANCE CO	MARCH 16 STANDARD INSURANC	103.20
		UMB BANK NA	GV13 RFDG REV BDS SRS 2013	6,593.00
		MARC D LAVOIE	2016 PIO SERVICES	600.00
		GENERAL ELEVATOR	MAR MONTHLY ELEVATOR SERV	16.08
		WINDSTREAM COMMUNICATIONS	PHONE CHARGES 02/21-03/20	95.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			WINDSTREAM COMMUNICATIONS	69.71
		DELTA DENTAL OF MO LOCKBOX	DENTAL	11.69
			DENTAL	41.48
			DENTAL	49.29
			DENTAL	38.55
			DENTAL	26.69
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	235.99
			BULK GASOHOL/DIESEL	86.56
			BULK GASOHOL/DIESEL	236.18
		VERIZON WIRELESS	CELLULAR SERVICES 02/19-03	51.64
		ICMA RC	EMPLOYEE DEDUCTIONS	94.19
			HUNT OVERPAYMENT 020516	24.60-
			EMPLOYEE DEDUCTIONS	39.62
			BARTON XTRA DCA	115.22
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	809.72
			SOCIAL SECURITY	729.72
			MEDICARE	189.34
			MEDICARE	170.67
		VISION SERVICE PLAN - IC	VISION	2.91_
			TOTAL:	16,199.57
NON-DEPARTMENTAL	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	149.61
			PPO	33.79
			PPO	304.03
			HSA	517.59
			HSA	996.30
			HSA	104.37
		KCMO CITY TREASURER	KC EARNINGS TAX WH	65.42
			KC EARNINGS TAX WH	42.87
		DELTA DENTAL OF MO LOCKBOX	DENTAL	75.21
			DENTAL	131.80
			DENTAL	76.52
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	270.00
		HAMPEL OIL INC	CJC FUEL	272.89
			CJC FUEL	165.66
			CJC FUEL	173.13
		AFLAC	AFLAC AFTER TAX	71.37
			AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	249.70
			AFLAC-W2 DD PRETAX	204.24
		VICKY MYRES	CRAVER RESTITUTION	800.00
		HOPE HOUSE	FEB 16 DOMESTIC VIOLENCE	316.00
		MO DEPT OF REVENUE	FEB 16 CVC FUND	549.01
		MO DEPT OF PUBLIC SAFETY	FEB 16 TRAINING FUND	77.00
		APRIL BUCK	CRAVER RESTITUTION	115.00
		VISION SERVICE PLAN - IC	VISION	36.16
			VISION	16.61
			VISION	29.14
			VISION	8.85_
			TOTAL:	5,859.05
HR/CITY CLERK	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	97.15
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	68.62
		OFFICE DEPOT	COVER/REPORT/10/PK DARK	19.19
		CBIZ PAYROLL	FEB 16 COBRA	58.80
		WAGEWORKS	FLEX PLAN MONTHLY ADMIN/CO	90.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		DELTA DENTAL OF MO LOCKBOX	DENTAL	9.18
		FASTENAL COMPANY	2)MED IND FIRST AID KIT	176.97
			FIRST AID SUPPLIES	43.44_
			TOTAL:	563.85
INFORMATION TECH	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	4.12
		BATTS COMMUNICATIONS SERVICES INC	COMPUTER SUPPLIES	40.00
		MID-AMERICA REGIONAL COUNCIL	2016 REG IMAGERY PROJECT	279.46
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	3.21
		DELTA DENTAL OF MO LOCKBOX	DENTAL	0.39_
			TOTAL:	327.18
BLDG & GRDS	GENERAL FUND	A&A ELECTRICAL INC	COUNCIL CHAMBER LIGHTS	219.00
		BLUE CROSS BLUE SHIELD OF KC	HSA	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	98.80
		ROBERT W ODELL	FIRE EXTINGUISHERS	110.00
		ORKIN	06/15/15 SERVICE	62.52
		DELTA DENTAL OF MO LOCKBOX	DENTAL	17.92_
			TOTAL:	698.02
ADMINISTRATION	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	297.09
			HSA	140.56
			HSA	46.41
		GV CHAMBER OF COMMERCE	HOLLAND	10.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	174.35
		OFFICE DEPOT	PEN/PAPER/MARKER	27.50
			INK/PEN/MARKER/CLIP	1.53
			PAPER/PEN/PAPER/BATTERY	27.50
		DELTA DENTAL OF MO LOCKBOX	DENTAL	29.53
			DENTAL	13.24
			DENTAL	4.39
		THE EXAMINER	12 MONTHS SUBSCRIPTION	75.00
		VISION SERVICE PLAN - IC	VISION	7.36_
			TOTAL:	854.46
ELECTED	GENERAL FUND	GV CHAMBER OF COMMERCE	2016 MEMBERSHIP DUES	300.00_
			TOTAL:	300.00
FINANCE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	191.00
		GV CHAMBER OF COMMERCE	BOWDEN	10.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	189.13
		DELTA DENTAL OF MO LOCKBOX	DENTAL	8.96
			DENTAL	12.28_
			TOTAL:	411.37
COURT	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	140.31
		OFFICE DEPOT	PEN	29.99
		DELTA DENTAL OF MO LOCKBOX	DENTAL	24.26_
			TOTAL:	384.34
VICTIM SERVICES	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	275.17
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	110.55
		DELTA DENTAL OF MO LOCKBOX	DENTAL	25.92_
			TOTAL:	411.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
FLEET	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	189.78
		CLARKS TOOL & EQUIPMENT	INVOICE FOR SCHOOL DISTRIC	39.10
			INVOICE FOR THE SCHOOL DIS	39.10-
			SWITCH ASSY	48.15
		DSG EQUIPMENT & SUPPLIES INC	NOZZLE WTR FIX QCM	149.00
		UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	4.95
			PW/WOLTZ UNIFORMS	4.95
			PW/WOLTZ UNIFORMS	4.95
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	135.49
		ADVANCE AUTO PARTS	3) 1/4IN SAFETY PIN	14.13
			OIL 30W-ND 1 QT SHELL	8.58
		OFFICE DEPOT	PEN/PAPER/MARKER	35.46
			INK/PEN/MARKER/CLIP	88.78
		OREILLY AUTOMOTIVE INC	BUTT SPLICE	4.24
			TPMS SRVC KT	14.00
			5) LOCKING PIN	9.95
			JUMP STARTER	299.99
		DELTA DENTAL OF MO LOCKBOX	DENTAL	24.26
		GOODYEAR COMMERCIAL TIRE	41) TIRE DISPOSAL	123.00
		NAPA	CHARGER W SMALL JACK	20.54
			CHARGER W SMALL JACK	20.54-
			TOTAL:	1,159.66
POLICE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	275.17
			PPO	389.04
			HSA	825.51
			HSA	1,897.80
			HSA	1,945.20
			HSA	294.16
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,373.62
			MONTHLY CONTRIBUTIONS	367.76
		ADVANCE AUTO PARTS	2) REFLEX MONOTUBE SHOCK A	132.60
			QUICK CONNECTORS	12.00
			AIR FILTER-CLASSIC	8.96
			QUICK CONNECTORS	12.00-
		GARON LLC	CODE 3 MASTERCOM SIREN	399.00
		OFFICE DEPOT	SHEET MEMO 4X6	31.14
			PEN/PAPER/MARKER	5.38
		ROBERT W ODELL	BRACKET FOR FIRE EXTINGUIS	45.00
		OREILLY AUTOMOTIVE INC	SWAY BAR BSH	14.56
			DCPLR PULLEY	84.01
			WATER PUMP/1GALANTIFREEZE	63.68
		S & S PRINTING	STARBUCK/BALL BUSINESS CAR	159.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	77.76
			DENTAL	161.28
			DENTAL	160.65
			DENTAL	97.04
		GRAIN VALLEY MARKET	TREATS FOR CITIZENS ACADEM	10.47
		ALAMAR UNIFORMS	STARBUCK UNIFORM	10.99
		NAPA	CONTROL ARM W/ BALL	288.40
			CONTROL ARM W/ BALL	288.40-
		STEVEN TRACY	TRACY: MEALS MO CIT CONF	57.00
		MPCCF	VANDERLINDEN: SRO CONF	200.00
		LEES SUMMIT	09 CHARGER SHIELD-FR	130.36
			09 CHARGER COUPLING	249.68
		FACTORY MOTOR PARTS CO	BATTERY CORE	110.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		REJIS COMMISSION	FEB 16 LEWEB SUBSCRIPTION	72.07
		MOLLE CHEVROLET INC	TEE	41.79_
			TOTAL:	11,691.16
ANIMAL CONTROL	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	100.35_
			TOTAL:	290.13
PLANNING & ENGINEERING	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	426.51
			HSA	294.51
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	462.35
		OFFICE DEPOT	PEN/PAPER/MARKER	27.98
			PEN	11.98
			PAPER/PEN/PAPER/BATTERY	14.16
		DELTA DENTAL OF MO LOCKBOX	DENTAL	14.26
			DENTAL	45.75_
			TOTAL:	1,297.50
NON-DEPARTMENTAL	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	149.61
			HSA	179.16
		KCMO CITY TREASURER	KC EARNINGS TAX WH	16.28
			KC EARNINGS TAX WH	15.83
		DELTA DENTAL OF MO LOCKBOX	DENTAL	16.31
			DENTAL	26.36
			DENTAL	1.16
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	15.03
			AFLAC-W2 DD PRETAX	18.62
		MISCELLANEOUS	EDDIE HODGES: REFUND	150.00
			TERRA ZIMMERMAN: REFUND	25.00
			MICHAEL WEAVER: REFUND	50.00
			JODI BRANDT: REFUND	45.00
			PATRICIA LAMB: REFUND	50.00
		VISION SERVICE PLAN - IC	VISION	6.07_
			TOTAL:	767.91
PARK ADMIN	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	58.24
			HSA	577.27
			HSA	56.23
		MISSOURI STATE AGENCY	FILING CABINET/LAPTOP BAG	45.00
		GV CHAMBER OF COMMERCE	DAVIES	10.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	407.35
		OFFICE DEPOT	CABLE/NETWORK/ETHERNET	49.94
			PAPER/PEN/PAPER/BATTERY	37.13
			2) PAPER	13.80
		DELTA DENTAL OF MO LOCKBOX	DENTAL	5.79
			DENTAL	28.46
			DENTAL	3.54
			DENTAL	32.13
			DENTAL	2.39
		SHANNON DAVIES	CELL PHONE ACCESSORIES	98.04
		VISION SERVICE PLAN - IC	VISION	1.44_
			TOTAL:	1,426.75
PARKS STAFF	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	275.17
			HSA	189.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	319.62
		ORI	ORI PORTABLE RESTROOM	110.00
		ADVANCE AUTO PARTS	4) OIL 15W40-DELVAC 1 GL M	63.96
			FUEL FILTER 1 EA DRIVE	3.46
			FUEL FILTER	2.88
		VALLEY OUTDOOR EQUIPMENT	10" CHAIN P-230	11.97
			CARBURETOR ASSY/BELT/SWELL	133.98
		OREILLY AUTOMOTIVE INC	5GALTRACTRFL	44.99
			OIL FILTER/AIR FILTER/FUEL	114.56
		DELTA DENTAL OF MO LOCKBOX	DENTAL	35.84
		KORNIS ELECTRIC SUPPLY INC	ARMSTRONG FIELD AUTOMATION	208.90
		GRINER AND SCHMITZ INC	12) SMI CARR PINK STAKE CH	51.00
		HOME DEPOT CREDIT SERVICES	AXES AND TOOLS	97.48
		OAK GROVE RENTAL INC	CHAINSAW CHAIN SHARPENING	32.00
		GRAIN VALLEY RENTAL INC	CHAINSAW BAR AND CHAIN	67.51_
			TOTAL:	1,763.10
COMMUNITY CENTER	PARK FUND	A&A ELECTRICAL INC	GYM LIGHT REPAIR	110.50
		FERGUSON ENTERPRISES INC	COMMUNITY CENTER KITCHEN D	28.70
			COMMUNITY CENTER KITCHEN D	48.30
		MELODY TAYLOR	02/12-03/02 SILVERSNEAKERS	225.00
			02/15-02/29 SILVERSNEAKERS	75.00
		RENEE J HODOWAINE	02/15-03/28 BODY BLAST	37.20
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	67.20
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	131.43
		GENA KRUGER	02/11-03/31 THURS ZUMBA PT	97.80
		PETTY CASH	CARGO LARGO BASKETBALLS	97.59
		OFFICE DEPOT	PAPER/PEN/PAPER/BATTERY	31.14
		SALLY WHITAKER	02/13-04/02 PILATES FITNES	50.40
		PRISCILLA YOUNG	01/19-03/01 YOGA FUSION PT	60.00
			02/10-03/23 GROUP FITNESS	42.60
		DELTA DENTAL OF MO LOCKBOX	DENTAL	17.92
		CONTINENTAL RESEARCH CORP	COMMUNITY CENTER AIR FRESH	183.00
		MICHAEL R COON	F/D DANCE: 71)4X6 PICTURES	426.00
		KORNIS ELECTRIC SUPPLY INC	CC FRONT BALLARD LIGHT	25.75
		HOME DEPOT CREDIT SERVICES	PAINTING SUPPLIES FOR CC M	13.01
			PAINTING SUPPLIES FOR CC M	165.82
		REEVES-WIEDEMAN COMPANY	SHOWER REPAIR	4.69
		MEYER LABORATORY INC	JANITORIAL SUPPLIES	342.83
		FREDAH JOHNSTON	02/11-03/01 LINE DANCING	175.00_
			TOTAL:	2,456.88
NON-DEPARTMENTAL	TRANSPORTATION	BLUE CROSS BLUE SHIELD OF KC	PPO	29.92
			HSA	55.51
			HSA	119.55
			HSA	20.87
		KCMO CITY TREASURER	KC EARNINGS TAX WH	3.66
			KC EARNINGS TAX WH	3.60
		DELTA DENTAL OF MO LOCKBOX	DENTAL	9.65
			DENTAL	15.81
			DENTAL	2.35
		AFLAC	AFLAC PRETAX	6.28
			AFLAC-W2 DD PRETAX	8.05
		VISION SERVICE PLAN - IC	VISION	1.11
			VISION	5.82
			VISION	1.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	283.95
TRANSPORTATION	TRANSPORTATION	BLUE CROSS BLUE SHIELD OF KC	PPO	55.04
			HSA	178.87
			HSA	169.90
			HSA	233.43
			HSA	58.83
		CARTER WATERS	300)EXP FBR 1/2X 4X5 PC	68.85
		CLARKS TOOL & EQUIPMENT	3) SLIP JOINT PLIERS W/GR	12.54
			2) 472 REG EC 24" LINE-UP	8.32
		WILLIAM WELSH	REIMB FOR PURCHASE OF CLEV	6.60
		COOPER TRAILER CORRAL LLC	2) 3/8 CLEVIS HOOK W/LATCH	5.18
		UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	18.98
			PW/WOLTZ UNIFORMS	18.98
			PW/WOLTZ UNIFORMS	18.92
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	325.64
		ADVANCE AUTO PARTS	BAT-MARINE DEEP CYCLE	15.97
			WIRE STRIPPER AUTO	2.30
		GARON LLC	2)PAR36 AMBER LED/4)XT3 SI	78.40
		MOBILFONE	02/25/16 - 02/24/17	47.50
		OREILLY AUTOMOTIVE INC	PWR STG PUMP/1QTTRANSFLD	46.40-
			BATT BOX	2.99
			BUSHING	0.58
			COUPLER	2.92
			HYD FILTER/FUEL FILTER/OIL	174.53
			14)INTERIOR LT	17.90
		ORKIN	06/15/15 SERVICE	5.36
			SERVICE 02/18/16	10.20
		DELTA DENTAL OF MO LOCKBOX	DENTAL	16.85
			DENTAL	8.88
			DENTAL	19.29
			DENTAL	4.85
		FASTENAL COMPANY	1/4X1-3/4 FPH TAPCON	2.87
		USABLUEBOOK	CHLORINE POCKET COLORIMETE	88.26
			3)HYDRANT WRENCH ADJUSTABL	20.74
		COMMENCO INC	MOTOROLA DEPOT	37.40
		HOME DEPOT CREDIT SERVICES	RUBBER AIR HOSE/DUCT TAPE	18.16
			RUBBER AIR HOSE/DUCT TAPE	12.00
			DUCK TAPE	2.86
			TOUGH TAPE	3.75-
			HUSKY 10" HEAVY DUTY PIPE	4.41
			1/3 HP AUTOMATIC SUBMERS P	68.96
			RIDGID EXT CORD/PIPE WRENC	44.23
		LAWN & LEISURE	BAR AND CHAIN	13.99
			CHAIN SAW	36.19
			CHAINSAW	79.62
		LAWSON PRODUCTS INC	24) AEROLSOL OPEN & SHUT N	20.42
			SALES TAX CREDIT	0.82-
		NAPA	MIR HEAD/MIRROR	7.45-
			MIRROR	4.24-
			REMAN ALTERNATOR	47.90
		APAC KANSAS INC	SCREENINGS	182.11
		ALLIED OIL & TIRE COMPANY	55GL ISO 68 MEDIUM ALLIED	326.80
		VIKING-CIVES MIDWEST INC	4)B-46 D-RING 3/4" DIA 3"X	11.00_
			TOTAL:	2,543.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	CRAWFORD REPORTING	REPORTING SRVS:SECOND AMEN	150.00_
			TOTAL:	150.00
NON-DEPARTMENTAL	WATER/SEWER FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	119.69
			HSA	272.54
			HSA	478.23
			HSA	187.87
		KCMO CITY TREASURER	KC EARNINGS TAX WH	47.63
			KC EARNINGS TAX WH	25.58
		MO DEPT OF REVENUE	FEB 16 SALES TAX	2,930.11
			FEB 16 SALES TAX	58.61-
		DELTA DENTAL OF MO LOCKBOX	DENTAL	47.43
			DENTAL	63.27
			DENTAL	25.81
		AFLAC	AFLAC PRETAX	37.40
			AFLAC-W2 DD PRETAX	54.84
		VISION SERVICE PLAN - IC	VISION	9.39
			VISION	23.32
			VISION	7.08_
			TOTAL:	4,271.58
WATER	WATER/SEWER FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	110.06
			HSA	116.48
			HSA	439.08
			HSA	614.13
			HSA	466.85
			HSA	264.75
		CARTER WATERS	300)EXP FBR 1/2X 4X5 PC	137.71
		CLARKS TOOL & EQUIPMENT	3) SLIP JOINT PLIERS W/GR	25.08
			2) 472 REG EC 24" LINE-UP	16.64
		WILLIAM WELSH	REIMB FOR PURCHASE OF CLEV	13.19
		COOPER TRAILER CORRAL LLC	2) 3/8 CLEVIS HOOK W/LATCH	10.36
		UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	37.97
			PW/WOLTZ UNIFORMS	37.97
			PW/WOLTZ UNIFORMS	37.84
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	946.08
		ADVANCE AUTO PARTS	BAT-MARINE DEEP CYCLE	31.92
			WIRE STRIPPER AUTO	4.60
		GARON LLC	2)PAR36 AMBER LED/4)XT3 SI	156.80
		MOBILFONE	02/25/16 - 02/24/17	94.98
		OREILLY AUTOMOTIVE INC	PWR STG PUMP/1QTTRANSFLD	92.78-
			BATT BOX	6.00
			BUSHING	1.15
			COUPLER	5.84
			14)INTERIOR LT	35.78
		ORKIN	06/15/15 SERVICE	10.72
			SERVICE 02/18/16	20.39
		HD SUPPLY WATERWORKS LTD	12)6A 5/8X3-3/4 HEX BOLT	264.00
		MISSOURI ONE CALL SYSTEM INC	FEB 200 LOCATES	260.00
		BLUE SPRINGS WINWATER CO	4' TRI-VIEW BLUE MARKING P	200.00
			1-1/2 MTR FLNG X FIP NL	30.00
			25)3M DBR DIRECT BURY SPLI	71.25
		DELTA DENTAL OF MO LOCKBOX	DENTAL	11.58
			DENTAL	41.36
			DENTAL	40.12
			DENTAL	38.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DENTAL	26.62
		KORNIS ELECTRIC SUPPLY INC	20) #6 SPLIT BOLT COPPER	50.00
		FASTENAL COMPANY	1/4X1-3/4 FPH TAPCON	5.73
		USABLUEBOOK	CHLORINE POCKET COLORIMETE	176.52
			3)HYDRANT WRENCH ADJUSTABL	41.48
		COMMENCO INC	MOTOROLA DEPOT	74.80
		HOME DEPOT CREDIT SERVICES	RUBBER AIR HOSE/DUCT TAPE	36.33
			RUBBER AIR HOSE/DUCT TAPE	23.98
			DUCK TAPE	5.71
			TOUGH TAPE	7.50-
			HUSKY 10" HEAVY DUTY PIPE	8.84
			1/3 HP AUTOMATIC SUBMERS P	137.92
			RIDGID EXT CORD/PIPE WRENC	88.46
		LAWN & LEISURE	BAR AND CHAIN	28.00
			CHAIN SAW	72.40
			CHAINSAW	159.22
		MISCELLANEOUS	UPS FREIGHT:	30.00
		LAWSON PRODUCTS INC	24) AEROLSOL OPEN & SHUT N	40.82
			SALES TAX CREDIT	1.66-
		NAPA	MIR HEAD/MIRROR	14.89-
			MIRROR	8.50-
			REMAN ALTERNATOR	95.80
		GREGS LOCK & KEY SERVICE INC	6) KEYS	22.50
		TNEMEC COMPANY INC	HB EPOXOLINEII F061-5001 G	154.00
		VIKING-CIVES MIDWEST INC	4)B-46 D-RING 3/4" DIA 3"X	22.00
		TYLER TECHNOLOGIES INC	MAR MONTHLY FEES	97.00
		SCHULTE SUPPLY INC	10) 5/8 X 3/4 ANGLE METER	307.70
			GASKETED PIPE/ 45 ELBOW	168.90-
			5/8 X 3/4 RESETTER BALL VA	442.98
			5/8 X 3/4 RESETTER	295.32
		VISION SERVICE PLAN - IC	VISION	2.88_
			TOTAL:	6,752.01
SEWER	WATER/SEWER FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	110.07
			HSA	116.49
			HSA	439.07
			HSA	614.13
			HSA	466.84
			HSA	264.74
		CARTER WATERS	300)EXP FBR 1/2X 4X5 PC	137.71
		CLARKS TOOL & EQUIPMENT	3) SLIP JOINT PLIERS W/GR	25.08
			2) 472 REG EC 24" LINE-UP	16.64
		WILLIAM WELSH	REIMB FOR PURCHASE OF CLEV	13.20
		FELDMANS FARM & HOME	2) 50# K-31 FESCUE	119.98
		COOPER TRAILER CORRAL LLC	2) 3/8 CLEVIS HOOK W/LATCH	10.36
		UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	37.97
			PW/WOLTZ UNIFORMS	37.97
			PW/WOLTZ UNIFORMS	37.84
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	946.08
		ADVANCE AUTO PARTS	BAT-MARINE DEEP CYCLE	31.92
			WIRE STRIPPER AUTO	4.61
		GARON LLC	2)PAR36 AMBER LED/4)XT3 SI	156.80
		MOBILFONE	02/25/16 - 02/24/17	94.98
		OREILLY AUTOMOTIVE INC	PWR STG PUMP/1QTTRANSFLD	92.78-
			BATT BOX	6.00
			BUSHING	1.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			COUPLER	5.84
			KRYLON DUAL/SPRAY PAINT	11.98
			14)INTERIOR LT	35.78
		ORKIN	06/15/15 SERVICE	10.72
			SERVICE 02/18/16	20.39
		DELTA DENTAL OF MO LOCKBOX	DENTAL	11.59
			DENTAL	41.35
			DENTAL	40.07
			DENTAL	38.55
			DENTAL	26.64
		FASTENAL COMPANY	1/4X1-3/4 FPH TAPCON	5.74
		USABLUEBOOK	CHLORINE POCKET COLORIMETE	176.52
			3)HYDRANT WRENCH ADJUSTABL	41.49
		COMMENCO INC	MOTOROLA DEPOT	74.80
		HOME DEPOT CREDIT SERVICES	RUBBER AIR HOSE/DUCT TAPE	36.33
			RUBBER AIR HOSE/DUCT TAPE	23.98
			DUCK TAPE	5.71
			TOUGH TAPE	7.50-
			HUSKY 10" HEAVY DUTY PIPE	8.84
			1/3 HP AUTOMATIC SUBMERS P	137.92
			RIDGID EXT CORD/PIPE WRENC	88.46
		LAWN & LEISURE	BAR AND CHAIN	27.99
			CHAIN SAW	72.40
			CHAINSAW	159.22
		LAWSON PRODUCTS INC	24) AEROLSOL OPEN & SHUT N	40.82
			SALES TAX CREDIT	1.66-
		NAPA	MIR HEAD/MIRROR	14.89-
			MIRROR	8.50-
			REMAN ALTERNATOR	95.80
		VIKING-CIVES MIDWEST INC	4)B-46 D-RING 3/4" DIA 3"X	22.00
		TYLER TECHNOLOGIES INC	MAR MONTHLY FEES	97.00
		VISION SERVICE PLAN - IC	VISION	2.89_
			TOTAL:	4,925.12

========== FUND TOTALS ==========		
100	GENERAL FUND	109,941.19
200	PARK FUND	21,086.17
210	TRANSPORTATION	29,904.45
230	PUBLIC HEALTH	3,900.00
250	OLD TOWNE TIF	25,410.25
300	MKT PLACE TIF-PR#2	150.00
600	WATER/SEWER FUND	226,354.88
	GRAND TOTAL:	416,746.94

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 2/13/2016 THRU 3/04/2016
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:YES

Ordinances

INTENTIONALLY LEFT BLANK

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	02/22/2016 & 03/14/2016	
BILL NUMBER	B16-01	
AGENDA TITLE	**AN ORDINANCE, AMENDING CHAPTER 600, ARTICLE III "MISCELLANEOUS PROVISIONS", ADDING 600.370, PERSONS ON PREMISES TIMES FIXED OPENING AND CLOSING PREMISES – CLOSING PLACE DEFINED**	
REQUESTING DEPARTMENT	Police	
PRESENTER	David Starbuck, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	Not applicable
	Budget Line Item:	Not applicable
	Balance Available	Not applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To ADD SECTION 600.370, TO CHAPTER 600, to be titled "Persons on Premises after Time Fixed Opening and Closing – Closed Place Defined"	
BACKGROUND	Grain Valley Police HAVE DETERMINED that licensed liquor establishments (Restaurants/Bars) are still open with patrons or non-employees on the premises after the times of 1:30 AM (Class H or Class I License) or 3:00 AM (Class M), in violation of Missouri Revised Statute Chapter 311.290.1 "Liquor Control Law". It has also been determined that no current Grain Valley ordinance exists that prohibits persons from being on the premises after the hours listed in their license	
SPECIAL NOTES	None	

ANALYSIS	Addition of PROVISION to conform with existing Missouri Statute provides police authority to enforce violations of persons on premises after hours. Copies of the new ordinance would be provided to all current licensed establishments in Grain Valley.
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Missouri Revised Statute, Section 311.290.1

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

February 22, 2016

BILL NO. *B16-01*

INTRODUCED BY:
ALDERMAN ARNOLD

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE AMENDING CHAPTER 600 BY ADDING SECTION 600.370 WHICH REGULATES A CLOSED PREMISES

WHEREAS, officers with the Grain Valley Police Department have investigated incidents at licensed liquor establishments (bars) in the city of Grain Valley and determined customers and patrons of the bar are still inside the premises after licensed closing times of 1:30 AM or 3:00 AM (if issued a Class M License); and

WHEREAS, Section 600.370 is necessary to provide regulation and prohibition of patrons and customers after hours of operation

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Chapter 600, is hereby amended by adding Section 600.370 to read as follows:

Section 600.370: Time Fixed for Opening and Closing Premises – Closed Place Defined

Any establishment which holds license to sell intoxicated liquor in any quantity shall maintain a closed premises at all times after 1:30 AM (or 3:00 AM if the license holds a Class M License) on any day until 6:00 AM the same day. "Closed Premises" is defined as a place in which access shall be prohibited and in which no person, other than the licensee or its employees, shall be allowed after the above hours of operation. Any person found guilty of violating the provisions of this section shall be subject to the penalty provision set forth in Chapter 100. Any licensee found guilty of violating the provisions of this section also shall be subject to revocation of the license issued.

All licensees and employees shall be responsible for removing all persons, patrons and customers from such licensed premises not later than the above prescribed hours of operation.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2016*, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____

MAYOR _____
(in the event of a tie only)

Approved as to form:

_____
Matt Geary
City Attorney

_____
Mike Todd
Mayor

ATTEST:

_____
Khalilah Holland
Executive Administrative Assistant

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016	
BILL NUMBER	B16-02	
AGENDA TITLE	**AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE GRAIN VALLEY MARKETPLACE TAX INCREMENT FINANCING PLAN RELATING ONLY TO REDEVELOPMENT PROJECT 2 AND TAKING OTHER ACTIONS RELATED THERETO**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To amend the Grain Valley Marketplace Tax Increment Financing Plan, related to Redevelopment Project 2 which will allow the assignment of a new developer, additional development to occur and all other actions necessary by the plan to take place.	
BACKGROUND	The Grain Valley Marketplace Tax Increment Financing Plan was approved by Ordinance Number 2107 on September 27, 2010. On December 9, 2013 the Board of Aldermen approved Ordinance Number 2322 which amended the Grain Valley Marketplace Tax Increment Financing Plan, as it related to Projects 1A, 1B, 3 and 4.	
SPECIAL NOTES	N/A	

ANALYSIS	The Applicant has provided sufficient information to demonstrate that the statutorily required six findings have been met and the TIF Commission found such evidence of those findings compelling enough to adopt Resolution Number 2016-01, recommending to the Board of Aldermen that the proposed Amended Plan and Redevelopment Project be approved.
PUBLIC INFORMATION PROCESS	45-day notice letters were mailed certified return receipt to Taxing Jurisdictions on December 18, 2015. A 45-day notice was published in *The Examiner* on January 6, 2016. The Grain Valley Marketplace (Project 2) Tax Increment Financing Plan a Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan was filed with the Office of the City Clerk on January 8, 2016. 10-day Tax Payer Notices were mailed certified return receipt on January 22, 2016. A 10-day notice was published in *The Examiner* on January 27, 2016. The Tax Increment Financing Commission held a Public Hearing Notice on February 3, 2016.
BOARD OR COMMISSION RECOMMENDATION	The Tax Increment Financing Commission approved Resolution Number 2016-01 on February 3, 2016.
DEPARTMENT RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Tax Increment Financing Commission Resolution Number 2016-01, Staff and Consultant Report to the Board of Aldermen, Addendum to Staff and Consultant Report to the Board of Aldermen, But For Determination Report, Updated But For Analysis, Term Sheet, Exhibit A: Grain Valley Marketplace (Project 2) Tax Increment Financing Plan a Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan, Revision to 2nd Amendment of Grain Valley Marketplace Project 2 Plan, Exhibit B: Legal Description Project 2 (as expanded by this Amended TIF Plan) and Exhibit C: Legal Description Total Redevelopment Area (as expanded by this Amended TIF Plan)

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B16-02* | ORDINANCE NO. _____
SECOND READING _____
INTRODUCED BY: *ALDERMAN WEST* | FIRST READING _____

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE GRAIN VALLEY MARKETPLACE TAX INCREMENT FINANCING PLAN RELATING ONLY TO REDEVELOPMENT PROJECT 2 AND TAKING OTHER ACTIONS RELATED THERETO

WHEREAS, on August 30, 2010, the TIF Commission recommended approval of the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan ("Original Plan"), which Original Plan the Board of Aldermen approved by Ordinance No. 2107 on September 27, 2010; and

WHEREAS, on December 9, 2013, the Board of Aldermen adopted an amendment to the Original Plan ("First Amendment") altering the boundaries of Redevelopment Project Area 1 by splitting it into Redevelopment Project Area 1A and Redevelopment Project Area 1B, but leaving the exterior boundaries of the Original Plan unchanged; and

WHEREAS, the original developer ceased development of Redevelopment Project Area 2 after completing only a portion of the project, subsequently, the City sought a new developer to continue development of Redevelopment Project Area 2; and

WHEREAS, on January 8, 2016, STAR Acquisitions, Inc. ("STAR") submitted to the City a Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan ("Second Amendment"); and

WHEREAS, on December 18, 2015, the City mailed written notices of the scheduled TIF Commission public hearing to all taxing districts from which taxable property is included in the proposed Redevelopment Area ("Taxing Districts"), in compliance with Sections 99.825 and 99.830, RSMo; and

WHEREAS, on January 6, 2016, the City published notice in *The Examiner* of the scheduled TIF Commission public hearing to consider the merits of the Second Amendment, in compliance with Section 99.830, RSMo; and

WHEREAS, on January 22, 2016, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Area, in compliance with Section 99.830, RSMo; and

WHEREAS, on January 27, 2016, the City again published notice in *The Examiner* of the scheduled TIF Commission public hearing to consider the merits of the proposed Amended Plan, in compliance with Section 99.830, RSMo; and

WHEREAS, copies of the notices of the public hearing have been submitted to the Director of the Department of Economic Development, in compliance with Sections 99.825 and 99.830, RSMo; and

WHEREAS, on February 3, 2016, at 7:00 p.m., the TIF Commission opened the public hearing to consider the Second Amendment; and

WHEREAS, on February 3, 2016, the TIF Commission closed the public hearing to consider the Second Amendment; and

WHEREAS, the public hearing conducted by the TIF Commission to consider the Second Amendment was open to the public, a quorum of the Commissioners was present and acted throughout, and the proper notice of such hearing was given in accordance with all applicable laws including Chapter 610, RSMo; and

WHEREAS, on February 3, 2016, the TIF Commission voted unanimously to adopt a resolution recommending to the Board of Aldermen that it should adopt an ordinance: (1) re-affirming the findings it previously made when adopting the Original Plan; (2) approving the Second Amendment; and (3) naming STAR as the developer for Redevelopment Project Area 2; and

WHEREAS, on February 29, 2016, the Board of Aldermen held a public meeting during which it heard a presentation from and asked questions of the Developer regarding the Second Amendment and at that same meeting parties in interest and citizens were given the opportunity to be heard on the matter; and

WHEREAS, the Board of Aldermen having heard and considered the Second Amendment, and all comments, testimony, and other evidence adduced at public meetings, additional information provided by City staff and consultants from meetings with the applicants, the evidence and testimony submitted at the Commission public hearing, and the recommendations of the Commission, now desires to re-affirm the findings it made for the Original Plan and approve the Second Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI, as follows:

Section 1: That upon consideration of the evidence produced in the TIF Commission hearing and presentations of information before this Board during the amendment process, the Board of Aldermen hereby re-affirms each and every finding made in Section 3 of Ordinance No. 2107 dated September 27, 2010, as those findings apply to the Second Amendment.

Section 2: That the Second Amendment, a copy of which is attached hereto and incorporated herein as **Exhibit A**, is hereby approved and adopted.

Section 3: That the Redevelopment Project Area 2 boundary is hereby expanded to include tracts of land legally described in **Exhibit B**; and in addition, because the Redevelopment Project Area 2 boundary is expanded, the overall boundary of the Original Plan is hereby expanded to include the tracts of land legally described in **Exhibit C**, which said exhibits are attached hereto and incorporated herein.

Section 4: That STAR Acquisitions, Inc is hereby named the developer for Redevelopment Project Area 2.

Section 5: That City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the Second Amendment, and to execute and deliver for

and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

Section 6: It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 7: This Ordinance shall be in full force and effect from and after its passage and approval by the Board of Aldermen.

Read two times and PASSED by the Board of Aldermen this_____day of_____, *2016*, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____
MAYOR *(in the event of a tie only)*	_____		

Approved as to form:

_____
Matt Geary
City Attorney

_____
Mike Todd
Mayor

ATTEST:

_____
Khalilah Holland
Executive Administrative Assistant

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RESOLUTION NO. 2016-01

TAX INCREMENT FINANCING COMMISSION
OF
GRAIN VALLEY, MISSOURI

A RESOLUTION OF THE CITY OF GRAIN VALLEY TAX INCREMENT FINANCING COMMISSION RECOMMENDING APPROVAL OF THE SECOND AMENDMENT TO THE GRAIN VALLEY MARKETPLACE TAX INCREMENT FINANCING PLAN AND TAKING OTHER ACTIONS RELATED THERETO.

WHEREAS, the City of Grain Valley Tax Increment Financing Commission ("TIF Commission") has been duly formed by the Board of Aldermen of the City of Grain Valley, Missouri ("Board of Aldermen") pursuant to Section 99.820.2 of the Revised Statutes of Missouri ("RSMo");

WHEREAS, on August 30, 2010, the TIF Commission recommended approval of the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan ("Original Plan"), which TIF Plan the Board of Aldermen approved by Ordinance No. 2107 on September 27, 2010;

WHEREAS, on December 9, 2013, the Board of Aldermen adopted an amendment to the Original Plan ("First Amendment") altering the boundaries of Redevelopment Project Area 1 by splitting it into Redevelopment Project Area 1A and Redevelopment Project Area 1B, but leaving the exterior boundaries of the Original Plan unchanged;

WHEREAS, the original developer ceased development of Redevelopment Project Area 2 after completing only a portion of the project, subsequently, the City sought a new developer to continue development of Redevelopment Project Area 2;

WHEREAS, on January 8, 2016, STAR Acquisitions, Inc. ("STAR") submitted to the City a Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan ("Second Amendment")

WHEREAS, on December 18, 2015, the City mailed written notices of the scheduled TIF Commission public hearing to all taxing districts from which taxable property is included in the proposed Redevelopment Area ("Taxing Districts"), in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, on January 6, 2016, the City published notice in *The Examiner* of the scheduled TIF Commission public hearing to consider the merits of the Second Amendment, in compliance with Section 99.830, RSMo;

WHEREAS, on January 22, 2016, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding

year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Area, in compliance with Section 99.830, RSMo;

WHEREAS, on January 27, 2016, the City again published notice in *The Examiner* of the scheduled TIF Commission public hearing to consider the merits of the proposed Second Amendment, in compliance with Section 99.830, RSMo;

WHEREAS, a copies of the notices of the public hearing have been submitted to the Director of the Department of Economic Development, in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, on February 3, 2016, at 7:00 p.m., the TIF Commission opened the public hearing to consider the proposed Second Amendment;

WHEREAS, on February 3, 2016, the TIF Commission closed the public hearing to consider the proposed Second Amendment;

WHEREAS, the public hearing conducted by the TIF Commission to consider the Second Amendment was open to the public, a quorum of the Commissioners was present and acted throughout, and the proper notice of such hearing was given in accordance with all applicable laws including Chapter 610, RSMo; and

WHEREAS, after considering the evidence and testimony received at the public hearing, the TIF Commission now desires to recommend that the Board of Aldermen make required findings and take certain actions to adopt and implement the Second Amendment.

NOW, THEREFORE, be it resolved by the Tax Increment Financing Commission for the City of Grain Valley:

1. **Findings**. The TIF Commission recommends that the Board of Aldermen by ordinance re-affirm the findings previously made by the Board pursuant to Section 99.810, RSMo, when it approved the Original Plan.

2. **Recommendations**. The TIF Commission recommends that the Board of Aldermen take the following actions with respect to the Second Amendment:

A. Adopt an ordinance to re-affirm the findings previously made when it approved the Original Plan;

B. Approve the Second Amendment by ordinance; and

C. Name STAR as the developer for Redevelopment Project Area 2.

APPROVED BY THE TAX INCREMENT FINANCING COMMISSION FOR THE CITY OF GRAIN VALLEY THIS THIRD DAY OF FEBRUARY, 2016.

Passed and Approved this 3rd day of February, 2016.

Darryl Jones, Chairman

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STAFF AND CONSULTANT REPORT TO THE BOARD OF ALDERMEN

SECOND AMENDMENT TO THE GRAIN VALLEY MARKETPLACE TAX INCREMENT FINANCING PLAN

TIF COMMISSION PUBLIC HEARING DATE: FEBRUARY 3, 2016
BOARD OF ALDERMEN CONSIDERATION: FEBRUARY 29, 2016

INTRODUCTION

In the summer of 2010 a developer and the City of Grain Valley ("City") submitted a proposed plan for the redevelopment of land located generally at the four corners of the I-70/Buckner-Tarsney Interchange in Grain Valley. That redevelopment plan, titled the "Grain Valley Marketplace Tax Increment Financing Plan," will be referred to as the "Original Plan" for the purposes of this staff report.

As proposed, the Original Plan conceived four separate redevelopment project areas located within the larger redevelopment plan area. The City acted as the "developer" of Redevelopment Areas 1, 3, and 4 through a speculative TIF plan in anticipation of future development in those project areas. SG Property Management, LLC, submitted a plan for Redevelopment Project Area 2. The Original Plan was heard by the TIF Commission, which recommended unanimously that the City's Board of Aldermen should approve the Plan and designate SG Property Management as the developer to implement that redevelopment project. By Ordinance No. 2017, adopted by the Board of Aldermen on September 27, 2010, the City made the requisite statutory findings for TIF Plan approval; approved the Original Plan; and designated SG Property Management, LLC, as the developer of Redevelopment Project Area 2. Since inception of the Original Plan, Redevelopment Project Area 2 has and continues to operate separately and distinctly from the remaining three project areas.

On December 9, 2013, the Board of Aldermen adopted the First Amendment to the Original Plan, which affected only Projects 1, 3, and 4. This amendment was primarily to accomplish two objectives: (1) to amend the project costs applicable to Project Areas 1, 3, and 4 to more closely match the actual costs of the public improvement projects related to those Projects; and (2) to alter the exterior boundaries of Redevelopment Project Area 1 by splitting into two components to maximize TIF capture on the remaining undeveloped portion of that Redevelopment Project Area.

As originally approved, SG Property Management intended to redevelop the Redevelopment Project 2 Area as a multi-screen movie theater, approximately 60,000 sf^2 of retail space, a financial institution, three fast food restaurants, and two full service restaurants. This redevelopment was to serve as the catalyst to redevelopment at all four corners of the Redevelopment Plan Area, but more importantly as the basis for the City to secure financing for a MoDOT cost matching program that would fund engineering, design, and construction costs necessary to make major improvements to the I-70/Buckner-Tarsney Road Interchange.

In recent years it has become evident that SG Property Management will not be able to complete the redevelopment of Redevelopment Project Area 2 as planned. Such failure would have drastic

effects on the City and the other taxing jurisdictions affected by the Original Plan, as the long-term financing for the blight removal being implemented would be in jeopardy, as would the long-term benefits expected by the City and other taxing jurisdictions for their participation in the Original Plan.

Concerned with the possibility of failure of the development and with the tacit approval of SG Property Management, the City has been actively seeking a new developer which might take over implementation, and possibly even improve upon, the Original Plan. Depending upon the submittals, doing so would likely result in an amendment to the Original Plan. The City, on behalf of the TIF Commission, solicited requests for proposals related to this; receiving one on January 8, 2016, from STAR Acquisitions, Inc. ("Applicant"). It is hoped that the Applicant will be able to put Redevelopment Project Area 2 back on track with the proposed Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan ("Amended Plan"), which is the subject of the this report. On February 3, 2016 the Grain Valley TIF Commission met and held a public hearing regarding the proposal. Upon the conclusion of the public hearing the TIF Commission voted unanimously to recommend the Board of Aldermen to approve the Amended Plan.

SUMMARY OF THE ORIGINAL PLAN PROJECT 2 COMPONENT FINANCING

Originally, the total cost of the Project 2 improvements were estimated at $25,908,026. The original developer was approved for reimbursement of $6,615,000 (excluding $75,000 in reimbursement of City costs), or approximately 26 percent of the total project costs through TIF and Community Improvement District ("CID") assistance. During the up to 23 year term of the TIF, receipts from the proposed one percent (1.0%) CID sales tax was to be pledged toward repayment of the $5,675,000 in TIF Reimbursable Project Costs. To date, the City's IDA has issued $2,830,000 of Tax Increment Revenue Bonds to pay for $2,120,190 of TIF Reimbursable Project Costs, which bonds are backed by an annual appropriation of the City. Under the Original Plan, the CID would terminate 7 years after expiration of the TIF, after which the CID revenue will be utilized to reimburse the Project 2 Applicant up to $1,015,000 on a pay-as-you-go basis. A Neighborhood Improvement District (NID) was created within the Project 2 area through which property owners would finance various public infrastructure improvements totaling approximately $2,847,473, plus financing costs. These public infrastructure improvements include $1.5 million towards reconstruction of the interchange, North Outer Road and Buckner Tarsney Road.

SUMMARY OF THE AMENDED PLAN

The Amended Plan submitted by the Applicant is designed to improve upon the Original Plan. First and foremost, it is being submitted by a developer with a track record of success with commercial developments in the Kansas City metropolitan area. However; before summarizing the Amended Plan, it is important to recognize that several elements of the Original Plan were completed by the Original Developer (and MoDOT and the City). To date, the original developer constructed a movie theater and related parking lot, and Casey's General Stores have constructed the planned convenience store. Additionally, a significant portion of the public

improvements including all of the I-70/Buckner Tarsney Road interchange improvements have been completed.

In addition to the completed elements of the Original Plan, through the Amended Plan the Applicant proposes to construct an approximately 60,000 ft^2 grocery store and approximately 21,000 ft^2 of retail and/or restaurant facilities. Further, the boundaries of Project Area 2 are being expanded to the north in order to accommodate the grocery store and related parking on the lots adjacent to and west of the existing theater lot. With this expansion, access to the proposed grocery store will be located on McQuerry Road, Buckner-Tarsney and NW Woodbury Drive.

The total project costs for the Amended Plan, including the share of the NID Costs passed from the Original Developer to the Applicant, are $25,999,925. Of this, the Applicant is seeking $6,550,000 (approximately 25.2%) of the total cost in TIF Reimbursable Costs, plus financing costs. The Applicant intends to spend $9,623,227 (37%) of its own equity and debt, with an additional $9,826,698 (37.8%) coming from third parties.

The Applicant seeks public finance assistance for a portion of the project costs in the form of TIF revenue bonds. Pursuant to the Original Plan, the developer was authorized to receive up to $5,675,000 net proceeds from annual appropriation-backed TIF Revenue bonds. $2,120,190 in net proceeds has been provided to the developer.

The Applicant's request for financing assistance is different in a very substantial way—the Applicant is not requesting an annual appropriation pledge from the City as a credit enhancement for the bonds to be issued, thus the financial risk to the City for issuing the Applicants requested bonds will be lower than for the initial bonds issued for the Original Developer. Because the Applicant's proposed project has higher projected revenues than did the Original Plan, the proposed Amended Plan is able to cover a larger amount of debt service for bonds. The Applicant is seeking a total of up to $6,550,000 in net bond proceeds, which again would be TIF revenue bonds without a City annual appropriation pledge. The actual amount of net bond proceeds provided will be dependent upon the capacity of the actual project in the then current economic market at the time of bond issuance. It is anticipated that the developer will be reimbursed on a pay as you go basis – to the degree that project revenues allow - for any Reimbursable Project Costs not paid from TIF Revenue Bonds.

The "TIF Clock" began to run in 2010 when Redevelopment Project 2 was activated. The Amended Plan does not change the effect of activation—the TIF capture period and all financing dependent upon TIF revenues will end in 2033, just as was the case when the Original Plan was approved. Consistent with the Original Plan, the Amended Plan proposes that upon completion of the TIF Plan or the payment of all Reimbursable Project Costs (whichever occurs first), tax revenue from the proposed Redevelopment Area will be paid to all taxing jurisdictions within such area.

REVIEW PROCESS OF THE TIF APPLICATION

In accordance with the City's adopted TIF procedures, the Applicant has submitted an executed funding agreement to the City to provide a funding source for costs incurred by the City in reviewing and considering its portion of the TIF Plan. The City, on behalf of the TIF Commission, mailed the statutorily required 45 day notice of the TIF Commission public hearing

to the affected taxing jurisdictions. Statutorily required notices have been, and will be, published in the newspaper and will be mailed to affected property owners. Between the date on which the notice of public hearing was mailed and the public hearing date, the City, on behalf of the TIF Commission, solicited proposals from other developers to develop the area, as is required by statute. The only proposal received was the joint proposal by the Applicant. The application was received and reviewed by City staff and determined to be consistent with applicable City policies and requirements, except as noted in this staff report.

As part of City staff's due diligence in reviewing the application for TIF assistance, the City has utilized Springsted Incorporated, the City's financial and economic development advisor. As part of its services related to review of the proposed TIF, Springsted performed an independent "but for" test in the form of an internal rate of return analysis of Project 2 by reviewing and analyzing the developer's estimated costs and operating revenues. Springsted has prepared a separate report regarding this issue that is included with your materials.

With respect to the Original Plan, Urban Planner Andrew Z. Murray, AICP, of Husch Blackwell Sanders LLP prepared a blight study of the proposed Redevelopment Area for the Applicant. At that time, the City retained Shaner Appraisals, Inc., to independently review the blight study to separately determine whether the study meets the criteria for the Missouri statutes and definitions regarding blight. Shaner prepared a separate report regarding its review of the blight study, which concurred with Mr. Murray's findings.

As a component of the Amended Plan the Applicant engaged the Polsinelli, PC Development Analysis Department to provide an Addendum to Analysis of Conditions Representing a Blighted Area, which was submitted as Exhibit 6B to the Amended Plan. The Addendum addresses blighted conditions that exist in the area proposed to be added to the TIF Redevelopment Area.

In order for the TIF Plan to be adopted, state statutes require that the Board of Aldermen make the following six findings:

1. The redevelopment area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a detailed description of the factors that qualify the redevelopment area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the redevelopment plan, attesting that the provisions of this subdivision have been met;

2. The redevelopment plan conforms to the comprehensive plan for the development of the municipality as a whole;

3. The estimated dates, which shall not be more than twenty-three years from the adoption of the ordinance approving a redevelopment project within a redevelopment area, of completion of any redevelopment project and retirement of obligations incurred to finance redevelopment project costs have been stated, provided that no ordinance approving a redevelopment project shall be adopted later than ten years from the adoption of the ordinance approving the redevelopment plan under which such project is authorized and provided that no property for a redevelopment project shall be acquired by eminent domain later than five years from the adoption of the ordinance approving such redevelopment

project;

4. A plan has been developed for relocation assistance for businesses and residences;
5. A cost-benefit analysis showing the economic impact of the plan on each taxing district which is at least partially within the boundaries of the redevelopment area. The analysis shall show the impact on the economy if the project is not built, and is built pursuant to the redevelopment plan under consideration. The cost-benefit analysis shall include a fiscal impact study on every affected political subdivision, and sufficient information from the developer for the commission established in section 99.820 to evaluate whether the project as proposed is financially feasible;
6. A finding that the TIF Plan does not include the initial development or development of any gambling establishment.

The TIF Commission must hold a public hearing at which it will hear and consider all protests, objections, comments and other evidence presented. If necessary, the hearing may be continued to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of the subsequent hearing. The TIF Commission must vote on all proposed redevelopment plans, redevelopment projects and designations of redevelopment areas within thirty days following completion of the hearing. The TIF Commission must also make recommendations to the governing body within ninety days of the close of the public hearing concerning the adoption of redevelopment plans and redevelopment projects, and the designation of redevelopment areas.

ANALYSIS OF REQUIRED STATUTORY FINDINGS

FINDING # 1 - ***A finding must be made that the development area is a blighted area, a conservation area, or an economic development area and as a whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.***

Blight Designation

Exhibit 6 of the Original TIF Plan contains a blight study, dated July 2010, prepared for the Applicant by Urban Planner Andrew Z. Murray, AICP, of Husch Blackwell Sanders LLP. This study concluded that the area as a whole met the TIF statutory requirements for blight due to the existence of the following primary blighting factors in the redevelopment area:

1) Defective or inadequate street layout:
    a. Inadequate and unsafe facilities.
2) Deterioration of site improvements:
    a. Buildings exteriors;
    b. Buildings interiors.
3) Unsanitary and unsafe conditions resulting from:
    a. Deteriorated site improvements;
    b. Environmental contamination.

4) Existence of conditions which endanger life or property by fire and other causes:
    a. Deteriorating physical components;
    b. Environmental contamination;
    c. Unsafe road infrastructure.

The study further concludes that these blighting factors have resulted in an economic or social liability and/or constitute a menace to public health which means the area meets the statutory requirements to be declared a blighted area. Shaner Appraisals has reviewed the blight study at the City's request and has independently verified that the statutory blight requirements have been met.

Because the redevelopment plan has not yet been fully implemented, the blight found in the Original Plan has not yet been fully remediated. Additionally, the Applicant filed an Addendum to the Original Blight Study to address the Additional Property being added to the Redevelopment Area. In summary, the Addendum concludes that the Additional Property contributes to the blighted conditions found in the Original Blight Study area and continues to meet the TIF statutory requirements for blight due to the existence of the following primary blighting factor in the Additional Property area:

1) Improper subdivision or obsolete platting:
    a. Lack of investment.
    b. Economic underutilization

The Additional Property was platted in 2003 for development as a business and office park. Minimal development within the business park has occurred. The Addendum further concludes that the Additional Property's obsolete platting has kept the Additional Property undeveloped and underutilized creating an economic liability to the City. As a result, the Additional Property and the Redevelopment Area as a whole qualifies as a blighted area pursuant to the TIF Act.

<u>"But For" Test</u>

The "but for" test requires that a finding be made that the proposed Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing; i.e., "but for" the use of TIF, the area is not anticipated to be developed.

As required by the TIF statute, Exhibit 12A of the TIF Plan includes an affidavit from Tim Harris, as the President of STAR Acquisitions, Inc., the Applicant, attesting that the statutory requirements for blight for the area on the whole and the "but for" test have been met; i.e., that without TIF assistance Project 2 would not be reasonably expected to occur and that the project would not be economically viable for the Applicant without such assistance.

In addition, Springsted's independent analysis concludes that the projected internal rate of return for the Applicant would be -0.68% percent without TIF and CID assistance, which is obviously an unacceptable rate of return for any developer of any project. Springsted calculates the Applicant's internal rate of return at 6.75% percent with TIF and CID assistance. Springsted estimates that the internal rate of return necessary to motivate a developer to undertake a project of the type and size proposed for Project 2 within the current marketplace is 6% to 10.75%. As

the Applicant's rate of return without TIF and CID is below the market range, it is concluded that the Project would not occur without TIF.

TIF Commission Recommendation: the Board of Aldermen should: 1) find that the expanded Redevelopment Area (including the Additional Property) as a whole qualifies as a "Blighted Area" as described by state statutes; and 2) find that while a portion of Redevelopment Project 2 was developed, the remaining portion of Redevelopment Project 2 plus the Additional Property has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without the adoption of tax increment financing and that the Applicant has submitted the required affidavit to that effect.

FINDING # 2 - ***A finding must be made that the proposed TIF Plan conforms to the comprehensive plan for the development of the City as a whole***.

The City's comprehensive plan is titled the Grain Valley, Missouri Comprehensive Plan and was last adopted by the Mayor and Board of Aldermen in October 2014. Where applicable, the Comprehensive Plan is supplemented by area plans that are incorporated as a part of the comprehensive plan, and provide additional detail about specific areas. The proposed redevelopment project area lies within the area addressed in the City of Grain Valley's Main Street Corridor and Adjacent Neighborhoods Plan, which was adopted in July 2006. Both the Main Street Corridor and Adjacent Neighborhoods Plan and the City's Comprehensive Plan indicate that the Grain Valley Marketplace Redevelopment Area may be developed for restaurants, retail, movie theaters, financial institutions, other light commercial, office, and mixed use allowed in the Transition Zone Overlay District. Based on the proposed uses outlined by the City and Applicant in the TIF Plan and for Project 2, the Plan and Project 2 are consistent with the City's Comprehensive Plan for the area.

TIF Commission Recommendation: The Board of Aldermen should find that the proposed Amended Plan is in conformance with the City's Comprehensive Plan.

FINDING # 3 - ***A finding must be made that the estimated dates for the completion of projects and retirement of obligations incurred to finance the development do not exceed twenty-three years from the time the first project is authorized, that the first project is scheduled to be authorized within ten years of the adoption of the TIF Plan, and that no property will be secured by eminent domain later than five years from the adoption of the ordinance approving the development project.***

The Original TIF Plan was approved in September 2010. As previously stated, a portion of Redevelopment Project 2 has already been completed. The portion that was completed is the movie theater and convenience store, as well as the public improvements servicing such development and the portion of the Public Road Improvements attributable to Redevelopment Project Area 2. The Amended Plan proposes to complete Redevelopment Project 2 by constructing a grocery store, approximately 21,000 sf^2 of retail and/or restaurant facilities, and all

the necessary infrastructure improvements needed to service such development. The remaining development is scheduled to commence in 2016 and is expected to be completed in 2019.

As previously stated, the "TIF Clock" began to run in 2010 when Redevelopment Project 2 was activated. The Amended Plan does not change the effect of activation—the TIF capture period and all financing dependent upon TIF revenues will end in 2033, just as was the case when the Original Plan was approved. Therefore, the adoption of an ordinance approving Project 2 will not be later than 10 years after the adoption of an ordinance approving the Original Plan. Additionally, the estimated dates of completion of Project 2 and the retirement of obligations incurred to finance the Project 2 redevelopment costs are not more than twenty-three years from the date the ordinance approving Project 2 is adopted. It is not anticipated that any property within Project 2 will be acquired by eminent domain, but nevertheless, the Original Plan and the Amended Plan specifically prohibits the acquisition of property by eminent domain later than five years from the adoption of an ordinance approving Project 2, in accordance with the TIF Act.

TIF Commission Recommendation: The Board of Aldermen should find that the Amended Plan contains information that dates for completion of projects and retirement of obligations incurred to finance the development are not more than twenty-three years from the adoption of the ordinance approving a development project within the development area, that no project is scheduled or permitted to begin more than ten years after the adoption of the ordinance authorizing the Original Plan, and that the proposed Amended Plan meets the statutory requirement regarding the acquisition of property by eminent domain.

FINDING # 4 - ***A finding must be made that a plan has been developed for relocation assistance for businesses and residences.***

Exhibit 13 of the Original Plan includes a relocation policy for businesses and residences within the Original Plan and Project 2 areas. The relocation assistance plan for the Amended Plan is unchanged from the Original Plan and remains in effect, which satisfies the requirement for this finding. The City and the Developer do not anticipate that relocation assistance will be needed in the Amended Plan Area or implementation of Project 2; however, in case such relocation assistance is needed, a plan has been provided in accordance with the TIF Act.

TIF Commission Recommendation: The Board of Aldermen should find that the Applicant has developed a plan to provide relocation assistance for businesses and residences affected by the Amended Plan.

FINDING # 5 - ***A finding must be made that a cost-benefit analysis has been prepared showing the economic impact of the Amended Plan on each taxing district which is at least partially within the boundaries of the development area, that the analysis shows the impact on the economy if the project is not built, as well as if it is built pursuant to the development plan under consideration, that the cost-benefit analysis includes a fiscal impact study on every affected political subdivision, and that there is sufficient information from the developer for the commission to evaluate whether the project as proposed is financially feasible.***

A cost-benefit analysis has been submitted as Exhibit 11A to the Amended Plan to show the economic impact of the Amended Plan on each taxing jurisdiction and political subdivision that is at least partially within the boundaries of the proposed development area for Project 2. As required by state statute, this analysis shows the impact on the economy if Project 2 is not built, or is built in accordance with the Amended Plan under consideration. This analysis also includes a fiscal impact study on each affected political subdivision and provides sufficient information to evaluate whether Project 2 is financially feasible. Exhibit 7A is a letter from Robert Parks of Bank Liberty describing the bank's interest in providing financing to the Applicant for the retail/commercial portion of the Amended Plan.

The financial structure of Project 2 will be in part through the use of private capital in the form of equity, third party funds and debt financing. Project 2 is expected to generate TIF revenue and CID revenue based upon the projections shown in Exhibit 8A of the Amended Plan. The estimated Reimbursable Project Costs for Redevelopment Project 2 will be reduced by the amount of available non-captured CID revenues utilized to pay for/reimburse the approximately $1,800,000 in NID costs associated with the land owned or to be owned by the Redevelopment Project 2 Developer. Reimbursable Project Costs would be repaid by revenues captured through the TIF and generated by the CID. While the amendment to the CID is not something the TIF Commission will consider, its existence is integral to the financing as a whole. This is because the CID provides an additional source of EATs (sales tax) revenue that is unaffected by a base year pass through amount (because the CID sales tax will not have been in existence in the year prior to the TIF activation). The Applicant has agreed to cause the CID to contribute the non-captured portion of its sales tax revenues to pay down TIF reimbursable costs and NID costs. The effect of this is to reduce the "burden" on the taxing jurisdictions by creating a revenue stream that will help to pay down TIF obligations sooner than would have been possible without it. The specific terms regarding the use of the TIF and CID revenue stream will be addressed in an amended and restated redevelopment agreement between the City and the Applicant to be considered and approved by the Board of Aldermen subsequent to its consideration of the Amended Plan.

The City staff and Springsted have reviewed in detail the overall financial aspects of the proposed Amended Plan. This analysis includes assumptions regarding potential tenants and projected TIF revenues from these uses. Based on this review, City staff believes that the proposed Amended Plan is financially feasible.

TIF Commission Recommendation: The Board of Aldermen should find that the Applicant has prepared a cost-benefit analysis showing the economic impact of the Amended Plan on each taxing district which is at least partially within the boundaries of the development area, that the analysis shows the impact on the economy if the project is not built, as well as if it is built pursuant to the development plan under consideration, that the cost-benefit analysis includes a fiscal impact study on every affected political subdivision, and that there is sufficient information for the Board of Aldermen to determine if the project is financially feasible.

FINDING # 6 - ***A finding must be made that the TIF Plan does not include the initial development or development of any gambling establishment.***

A review of the Amended Plan indicates that the initial development or development of any gambling establishment is **not** included.

TIF Commission Recommendation: The Board of Aldermen should find that the Amended Plan does not include the initial development or development of any gambling establishment.

CONCLUSION

The City staff's approach in reviewing requests for TIF assistance overall has been to determine the amount of public benefit the TIF Plan will generate. Adoption and implementation of this Amended Plan and Project 2 will benefit the public by remediating the ongoing underutilization of Project Area 2 due to defective or inadequate street layout; deterioration of site improvements; unsanitary and unsafe conditions resulting from (a) deteriorated site improvements, and (b) environmental contamination; existence of conditions which endanger life or property by fire and other causes; and improper subdivision and obsolete platting, which together have resulted in an economic or social liability and/or menace to the public health. This Amended Plan will provide a grocery store and additional restaurant/retail development, and will serve as a catalyst for other retail development in and around the downtown area, thus helping to improve the quality of life for consumers in the City of Grain Valley, most of whom are constituents of each of the affected taxing jurisdiction, for years to come. Additionally, this Amended plan will generate approximately $32.8 million in additional revenue to the Taxing Jurisdictions over the life of the TIF, which will help to ensure the sustainability of the community.

In conducting a thorough review of the proposed Amended Plan and Redevelopment Project along with the assistance of its financial and legal consultants, it is City staff's conclusion that the Applicant has generally provided sufficient information to demonstrate that the statutorily required six findings have been met and that the TIF Commission should recommend to the Board of Aldermen that the proposed Amended Plan and Redevelopment Project be approved.

On February 3, 2016, after the conclusion of a public hearing on the matter, the TIF Commission unanimously (11-0) adopted Resolution No. 2016-01, recommending to the Board of Aldermen that the proposed Amended Plan and Redevelopment Project be approved.

LAUBER MUNICIPAL LAW, LLC
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ADDENDUM TO STAFF AND CONSULTANT REPORT TO THE BOARD OF ALDERMEN

SECOND AMENDMENT TO THE
GRAIN VALLEY MARKETPLACE
TAX INCREMENT FINANCING PLAN

On February 29, 2016, the City was notified by the Developer that the Developer needed to revise the Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan ("TIF Plan") because cost estimates for the grocery store site work and shell construction costs have increased. The City's consultants received a written summary of the request on March 7, 2016. The Developer is requesting the following change to the project budget:

Second Amendment to the Grain Valley Marketplace TIF Plan – as Originally Submitted		**Second Amendment to the Grain Valley Marketplace TIF Plan – Revision as Requested on March 7, 2016**		**Change in Costs**
Total Project Cost:	$24,199,925 ($25,999,925 incl. NID Costs)	Total Project Cost:	$25,130,030 ($26,930,030 incl. NID Costs)	$930,105 or 3.8% (3.5% incl. NID Costs)
TIF Reimbursable Cost:	$4,750,000 ($6,550,000 incl. NID Costs)	TIF Reimbursable Cost:	$4,980,000 ($6,780,000 incl. NID Costs)	$230,000 or 4.8% (3.5% incl. NID Costs)

Pursuant to the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo, as amended, ("TIF Act"), changes to a TIF Plan can be made after the TIF Commission public hearing but prior to the adoption of an ordinance approving a redevelopment plan or project without a further hearing if (1) such change does not enlarge the exterior boundaries of the redevelopment area and (2) does not substantially affect the general land uses established in the redevelopment plan or (3) *substantially change the nature of the redevelopment projects.* §99.825.1, RSMo. The change proposed by the Developer does not enlarge the exterior boundaries of the redevelopment area, nor does it substantially affect the general land uses established in the redevelopment plan. After review, we believe that this change is not a substantial change in the nature of the redevelopment projects. At least one Missouri Circuit Court has ruled that changes in the budget by just more than 5% can be considered a change the nature of the redevelopment project. In this case, the change is below 5%.

Based on the finding that this proposed change is not a substantial change in the nature of the redevelopment projects, the City will need to give written notice of such change to the taxing jurisdictions at least 10 days prior to the adoption of the change by ordinance. Below is the proposed schedule for providing notice.

- Notice mailed to the taxing jurisdictions – on March 11, but no later than March 17, 2016
- Notice of the proposed change sent to the *Examiner* – March 11, but no later than March 15, 2016
- Notice of the proposed change published in the *Examiner* – March 13, but no later than March 17, 2016
- First reading of the Ordinance approving the TIF Plan - March 14, 2016
- Second reading – Monday, March 28, 2016

Considering the foregoing information and Springsted, Inc.'s Amended But-For Analysis, our conclusions related to the Board's approval of the TIF Plan are unchanged from the previously submitted Staff Report.

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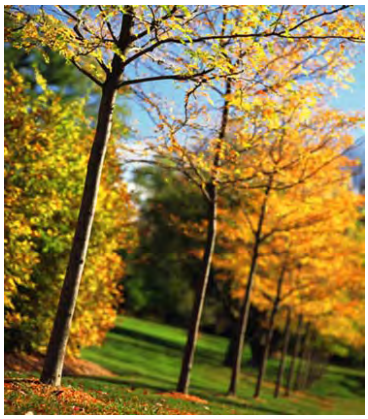

Second Amendment to the Marketplace TIF Plan – Project 2

City of Grain Valley, Missouri

But For Determination Report

January 4, 2016

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Mission Statement

Springsted provides high quality, independent financial and management advisory services to public and non-profit organizations, and works with them in the long-term process of building their communities on a fiscally sound and well-managed basis.

1. Executive Summary

The City of Grain Valley retained Springsted to review the need for assistance for the proposed amendment to the Grain Valley Marketplace Tax Increment Plan – Project 2, to determine if the proposed project would reasonably be anticipated to be developed without adoption of the requested financial assistance. The Amendment proposes the completion of Project number 2 (the "Project) with the development of an approximately 60,000 square foot grocery store, and the development of five (5) pad sites that total approximately 21,730 square feet, which are anticipated to consist of restaurant type uses, along with site construction, soft costs, and other necessary improvements. Project Area 2 includes land that is located at the northeast quadrant of the intersection of I-70 and Buckner-Tarsney Road, all in the City of Grain Valley, Missouri. The developer is Star Acquisitions, Inc., (the "Developer").

The measurement index to determine the need for assistance is the return on investment given similar developments, termed the internal rate of return, (the "IRR"). Springsted reviewed Project costs, operating revenue and expense information, and the requested assistance revenues to determine the Project's need for assistance. Springsted reviewed ten-year cash flow projections provided by the Developer, and tested the revenue and cost assumptions prepared by the Developer. The testing compared the Developer's representations to industry benchmarks. We determined the following:

- The projected IRR without assistance to the Developer falls below the current range expected within the marketplace, and the Developer's own return requirement. Based on the projected level of return without assistance we conclude the Project is unlikely to be undertaken without the requested public assistance.
- The development would have to realize either savings in project costs, increases in project revenue, or a combination of the two for the Project to be undertaken without the requested assistance.
- The base return without assistance is illustrated in Table A below, along with the rate at which assumptions would have to change for the Project to be considered feasible without assistance.

Table A

Internal Rate of Return (IRR) – Return Analysis

Analysis	Change Necessary to be Feasible*	Return without Subsidy
Base Developer Return	N/A	-0.68%
Decreased Costs	32% Decrease	7.03%
Increased Project Revenue	45% Increase	6.79%
Combined Cost Savings & Increased Project Revenue	19% Decreased Costs 19% Increased Revenue	7.05%

*The feasibility threshold for purposes of our sensitivity analysis was defined as an internal rate of return of 6.75% per our modification to the Developer's return as discussed in the return calculation portion of this report.

- For purposes of performing our sensitivity analysis we have utilized an unleveraged return of 6.75% based on the Developer's base pro forma with our adjustments to calculate the return on an unleveraged basis.
- The *Korpacz/Price Waterhouse Cooper Real Estate Investor Survey* identifies the range of returns for a project of this nature as: 6.00% to 10.75%, with an average return target of 7.78%.

2. Purpose

The City of Grain Valley has retained Springsted to review the proposed Second Amendment to the Grain Valley Marketplace Tax Increment Plan – Project 2. The proposed project would provide for the development of an approximately 60,000 square foot grocery store, and the development and sale of five (5) pad sites that total approximately 21,730 square feet which are anticipated to be developed for restaurant uses. The Developer will undertake the necessary site work improvements as part of the Project. The Developer is requesting assistance in the form of Tax Increment Financing ("TIF") and a Community Improvement District ("CID") sales tax.

The City has requested this analysis determine the Project's need for the requested TIF and CID assistance, based on the Project cost and operating pro forma information provided by the Developer. The analysis that follows will examine whether the proposed Project would reasonably be anticipated to be developed without the adoption of the requested financial assistance.

The report that follows is pursuant to Missouri Statutes 99.800 et seq. relative to a determination that the proposed Project within the proposed TIF Redevelopment Plan would reasonably be anticipated to be developed without the adoption of the Plan.

We have approached this determination based on the proposed Project's plans regarding development costs, outcomes, financing sources, and timing, to develop a measure of the Developer's expected return when compared to the amount of risk. If a project is owned and operated as an investment, a measure of return is calculated considering the time value of money, and involves an assumed sale of the property at a price appropriate in the market place: this analysis is termed the internal rate of return. The final determination is based on whether or not the potential return is reasonable without the requested assistance, within the current marketplace and at the present time.

The Developer is requesting modification to the following assistance programs currently in place on the development site:

- Statutory TIF - Revenues in the form of available ad valorem property tax revenues, Payment in Lieu of Taxes, ("PILOTS") along with Economic Activity Taxes ("EATS") where it is anticipated 50% of the growth in sales tax revenues will be captured and re-directed to pay for the existing debt obligations of the TIF District, as well as new eligible reimbursable redevelopment project costs incurred by the Developer; and
- Community Improvement District ("CID") - An existing CID would remain in place and would continue to impose a one percent (1%) sales and use tax applicable to taxable retail sales within the redevelopment project area with 50% of the receipts being captured under TIF and re-directed to pay for eligible reimbursable redevelopment project costs. It is anticipated that the CID will dedicate the uncaptured 50% of CID

sales tax receipts toward existing debt obligations already in place, as well as reimbursing the Developer for costs associated with the repayment of Neighborhood Improvement District ("NID") costs. For the purpose of this analysis we have assumed the CID sales tax revenue, not captured as TIF, will be sufficient to repay the NID costs and that this revenue stream would be available separate from the requested TIF Plan modification. In the event that the CID revenue stream is incapable of fully repaying the NID costs and the Developer is required to pay all or a portion of these costs from private sources, it would only reduce the returns from the levels shown in this analysis. As a result of this assumption, the outstanding NID costs to the Developer are not included in this analysis, as they are presumed to be repaid by the non-captured CID revenue.

3. The Project

The proposed Project contemplates the development of an approximately 60,000 square foot grocery store, and the development of five restaurant pad sites totaling approximately 21,730 square feet, along with necessary site work improvements. The Developer will be constructing and leasing the grocery store building, which they anticipate constructing in 2016 and occupancy starting in 2017. The five pad sites are proposed to be sold to third party entities for development, with sales projected for 2016-2018.

In addition to the commercial component of the development, the Developer also intends to undertake all necessary improvements to develop the site such as parking lot, sanitary sewer, storm water and utility improvements in addition to other on-site improvements.

The Developer has provided an estimated redevelopment project budget, shown below in Table B, broken down into the following categories: land acquisition, site construction costs, building shell costs, grocery furniture, fixtures, & equipment, soft costs, and hard cost contingency.

Table B

Project Costs Category	Total Project Cost	% of Total Costs	Developer Costs*	Third Party Costs	TIF Reimbursable Costs
Land Acquisition	$2,680,000	11%	$680,000	-	$2,000,000
Site Construction Costs	4,509,984	19%	1,093,815	2,166,169	1,250,000
Building Shell Costs	10,600,000	44%	3,600,000	5,500,000	1,500,000
Grocery Furniture, Fixtures & Equipment	1,800,000	7%	1,800,000	-	-
Soft Costs	3,854,442	16%	2,077,221	1,777,221	-
Hard Cost Contingency	755,499	3%	372,191	383,308	-
Total Redevelopment Project Costs	$24,199,925	100%	$9,623,227	$9,826,698	$4,750,000

Land Acquisition

The Developer's land acquisition costs are $2,680,000 which is approximately 11% of the redevelopment project budget. The land acquisition cost is based on information provided by the Developer. The Developer anticipates requesting reimbursable costs in the amount of $2,000,000 related to the land acquisition.

Site Work Costs

The Developer prepared a total budget for site work costs of $4,509,984, which represents approximately 19% of the total project cost. The line-items associated with this category are for costs related to, excavation/grading, parking lot improvements, sanitary and storm sewer, water service line, landscaping, and signage. For these expenses the Developer is seeking $1,250,000 in reimbursable TIF costs, with an additional $2,166,169 anticipated

to be funded by third-parties. The anticipated net cost to the Developer is $1,093,815.

Building Shell Costs

The Developer has prepared a total cost for building shell construction of $10,600,000; which is the largest of the cost categories at approximately 44% of the total project cost. The Developer will only be responsible for the construction of the 60,000 square foot grocery store, which has an estimated total cost of $5,100,000 that equates to a per square foot cost of $85.00. The Developer is seeking $1,500,000 in TIF reimbursement for building shell costs, leaving them with a net-cost of $3,600,000. The remaining $5,500,000 in building costs will be incurred by third parties.

To analyze the Developer's cost assumption for the construction of the grocery store shell, we compared the cost estimate to the RSMeans Square Foot Estimator for construction costs for the proposed building types in the Kansas City metro Area. The RSMeans data provides a range of cost estimates for the construction of vertical building improvements.

The Developer's cost assumption for the 60,000 square foot grocery building is approximately $85 per square foot. The RSMeans estimate range for this type of building ranges from $87.66 to $113.71, depending on construction type. Based on this review it appears the Developer's building cost assumption is reasonable.

It should be noted that the Developer is only responsible for costs related to the construction of the grocery store, and the related site work improvements. Any cost savings related to the building improvements the Developer is undertaking could have a positive effect on the rate of return realized by the Developer, while the higher than estimated costs would have a converse effect. In the return analysis section of the report, we discuss the sensitivity of the rate of return to changes in the project costs, and the effect on the return without assistance if there is a decrease in project costs.

Grocery Store Furniture, Fixtures, and Equipment

The Developer has indicated an estimated cost of $1,800,000 will be incurred for costs associated with the furniture, fixtures, and equipment necessary for the grocery store. This line item equates to approximately 7% of the total project cost, and the Developer will be responsible for incurring the entire amount and is not seeking any reimbursement. The cost assumption equates to $30 per square foot for the 60,000 square foot grocery store.

Soft Costs

The Developer has estimated the total soft cost expenses at $2,077,221, which equates to approximately 16% of the total project cost. The soft cost category includes costs associated with the following line-items; mobilization, permits,

construction staking, engineering design, geo-tech, commissions, legal & accounting, architecture, and soft cost contingency. The Developer has projected they will incur approximately $2,077,221 of these costs, with the remaining $1,777,221 paid by third-party developers. The Developer is not seeking TIF reimbursement for these expenses.

The largest of the soft cost line are permits, engineering design, and architecture, which are each based on a cost estimate equivalent to 5% of the anticipated building shell and site improvement costs. In total these three line-items amount to $2,266,498 of the total soft-cost category, of which the Developer is anticipating incurring 50% of the total or approximately $1,133,249. The Developer's cost assumptions for the soft-cost category appear to be reasonable and likely to be incurred. Additionally, the Developer is not seeking a developer fee for the project.

Hard Cost Contingency

The estimated hard cost contingency is $755,499, of which the Developer is anticipating incurring $372,191 of these costs. The total line item equates to 3% of the overall project cost. The cost estimate is based on 5% of the total site improvement and building shell costs, which is a reasonable assumption.

In the "Return Analysis" section of the report we discuss the sensitivity of the rate of return to changes in the project costs, and the effect on the return of a decrease in project costs.

4. Assistance Request

The Developer is seeking assistance in the form of statutorily available TIF revenues, PILOTS and EATS, which will be captured and re-directed to pay for eligible redevelopment project costs, including previously incurred and newly incurred costs. Additionally, the Developer intends to utilize the existing CID which imposes a one percent (1%) sales and use tax applicable to all taxable retail sales within the redevelopment project area. Fifty percent of the receipts of this sales tax will be captured under TIF and re-directed to pay for eligible reimbursable redevelopment project costs. It is anticipated that the CID will dedicate the uncaptured 50% of the CID sales tax receipts toward repayment of existing debt obligations and the reimbursement of the Developer for costs associated with the repayment of Neighborhood Improvement District costs. The TIF assistance requested by the Developer for the completion of their portion of the project is anticipated to be from a mix of up-front funding through the issuance of Tax Increment Revenue Bonds, as well as on a pay-as-you go basis. The Developer is seeking reimbursement for a total principal amount of project costs of $4,750,000. Additionally, the Developer is seeking reimbursement for interest expenses incurred on any portion that is initially funded by the Developer and reimbursed on a pay-as-you-go basis.

At the time of the preparation of this document the exact mix of up-front funding vs. pay-as-you-go funding is not yet known. For the purposes of this analysis, the pro forma, and subsequent IRR analysis, is based on the assumption that approximately $4,000,000 will be funded up-front through the issuance of a Tax Increment Revenue Bonds and the remaining $750,000 in eligible costs will be reimbursed on a pay-as-you-go basis at an anticipated interest rate of 6.0%.

The TIF and CID revenue streams generated by the District over its remaining term will first be utilized to repay debt obligations of the TIF District, which would include both TIF Revenue Bonds sold in 2012 and parity bonds issued to fund the assumed $4,750,000 of the Developer's eligible costs. Any revenue remaining after payment of bond debt service would be utilized to pay the remaining eligible costs on a pay-as-you-go basis, in the event the parity bonds were issued in an amount less than $4,750,000.

The Developer will be funding their portion of the Project costs (net of any TIF bond revenues) through a mix of Developer equity and private debt. The Developer pro forma estimated an equity contribution of 25% of project costs with the remaining 75% of redevelopment project costs to be financed by permanent debt. As previously noted, the Developer intends to construct all site improvements along with the 60,000 square foot grocery store. It is anticipated that third parties will purchase and develop the five additional pad-ready sites. The Developer projected private financing terms of 6.0% interest over a term of 25-years.

Table C provides the anticipated sources that will be utilized to fund the redevelopment project.

Table C

Sources:	
Developer Equity/Debt	$9,623,227
Third Party Equity/Debt	$9,826,698
TIF Assistance	$4,750,000
Total Sources	$24,199,925

5. Return Analysis

Utilizing the operating pro forma prepared by the Developer, we evaluated the need for assistance for the proposed development as a whole by comparing the potential return with and without assistance. The Developer provided a 10-year operating pro forma for the development, which included the build-out, and operating revenue and expense assumptions. The Developer demonstrated the potential return through a leveraged internal rate of return (IRR) calculation, to illustrate the potential return with and without assistance. The return realized by the Developer is a result of the assumptions used in the creation of the operating pro forma; therefore, a number of steps must be performed to analyze the reasonableness of the assumptions used.

The first step in analyzing the return to the Developer is to determine if the costs presented are reasonable. We have discussed a portion of the costs above and have commented on the mechanics whereby cost savings on the private side could occur. If cost savings for the Developer's share occur absent any other changes, the Developer would realize a greater return than projected. In the sensitivity analysis below we examine the impact of cost savings on the projected rate of return without assistance.

The second step in calculating the return to the Developer is to determine if the operating revenues and expenses are reasonable.

- The Developer has assumed a lease rate of $9.10 per square foot for the grocery store with the lease rate to escalate 1.5% after 5 years.
- It is anticipated that third parties will construct the five other pads sites with sale prices ranging from $500,000 to $800,000 per pad site.

We examined various retail lease rate listings in the Kansas City area market for comparison. Our conclusion is that the projected lease rates, and pad sale prices are reasonable. In the sensitivity analysis we examine the impact of increased lease rates and pad sale amounts on the projected rate of return without assistance.

The third step in analyzing the return to the Developer is to determine if the assumptions for a sale of the asset are reasonable. The return analysis to the Developer should factor in a hypothetical sale of the asset at the end of ten years of operations. A critical assumption when valuing the asset at the time of the hypothetical sale is the capitalization rate. The available net operating income divided by the capitalization rate results in the assumed fair market value of the asset. The Developer has used a capitalization rate of 8.5% for the project to calculate the hypothetical sale value. In reviewing historical cap rate trends for commercial retail developments, we feel 8.5% is a reasonable assumption.

Table D illustrates the Developer's base pro forma with the rate of return with and without assistance, on a leveraged basis.

Table D

Base Developer Pro Forma	Without Assistance	With Assistance
Leveraged	N/A	9.83%

To provide a comparison of the Developer's return without assistance to an industry benchmark the Developer's submitted pro forma was modified to include the IRR analysis on an unleveraged basis. An unleveraged IRR calculation is performed in order to compare the potential return to the Developer based on the *Price Waterhouse Cooper (PWC)/Korpacz Real Estate Investor Survey, Fourth Quarter 2015*, which provides a market comparison against which project feasibility can be considered.

Table E shows our modified pro forma with the rate of return with and without assistance, on an unleveraged basis.

Table E

SI Modified Pro Forma	Without Assistance	With Assistance
Unleveraged	-0.68%	6.75%

To evaluate the rate of return a project of this nature would require to be considered "feasible" we consulted the *Korpacz/Price Waterhouse Cooper Real Estate Investor Survey* prepared for the fourth quarter of 2015. This survey provides a resource for comparing the Developer's rate of return to a market benchmark to help determine feasibility. According to the developers surveyed, the typical unleveraged market return necessary to pursue a project of this nature falls in a range from 6.00% to 10.75%; with an average return of 7.78%.

In order to answer the question "is the development likely to occur without public assistance" we analyzed the without incentive scenarios, using the base developer pro forma without assistance as the basis of the assumption. We performed a sensitivity analysis in order to understand the magnitude at which project costs would have to decrease, or conversely project revenues would have to increase, for the project to be considered feasible. For this sensitivity analysis we used the 6.75% return with assistance from our modified pro forma as a benchmark for performing our sensitivity analysis, as this appeared to be a feasibility threshold the Developer was willing to accept.

To understand the impact of the project cost assumptions, we performed a cost sensitivity analysis to determine the rate at which costs would have to be reduced for the projected rate of return to be in excess of our feasibility benchmark without assistance. Table F illustrates the development would need to realize a 32% reduction in project costs in order to be feasible without assistance. Given a 32% reduction in costs the project would have a rate of return of 7.03%.

Table F

Project Costs Sensitivity	Reduction in Project Costs	Rate of Return without assistance
	32%	7.03%

To understand the impact of projected lease rates and pad sale assumptions, we have performed a sensitivity analysis to determine the rate at which project revenues would have to increase for the projected rate of return to be in excess of our feasibility benchmark without assistance. Table G illustrates the development would need to realize a 45% increase in project revenues in order for the project to be feasible without assistance. Given a 45% increase in project revenues, the project would have a rate of return of 6.79% which falls into the reasonable range.

Table G

Project Revenue Sensitivity	Increase in Project Revenue	Rate of Return without assistance
	45%	6.79%

As a final step in the sensitivity analysis, and to understand the impact of a combined change in project costs and project revenues, we have performed a sensitivity analysis to determine the rate at which these areas would have to change for the projected rate of return to be in excess of our feasibility benchmark without assistance. Table H illustrates the development would need to realize a combined 19% decrease in project costs and a 19% increase in project revenues for the project to be feasible without assistance. Given these changes in assumptions the project would have a rate of return of 7.05%.

Table H

Combined Sensitivity	Reduction in Project Costs	Increased Project Revenues	Rate of Return without assistance
	19%	19%	7.05%

The three tables above (Tables F, G, and H) indicate the magnitude at which project assumptions would have to change for the project as a whole to have a rate of return in excess of the 6.75% feasibility benchmark used in the sensitivity analysis. Absent changes of the magnitude outlined above, the project would not have a sufficient enough return to draw market investment. Only by assuming either increases in project revenues, decreases in project costs, or a combination of the two does the return increase to a feasible level without public assistance. However, we project changes of the magnitude

outlined above are unlikely to be realized, which indicates the proposed project, when viewed as a whole, would not likely be completed through private enterprise alone.

6. Conclusions

The proposed Project contemplates the construction of a 60,000 square foot grocery store, and the development of five pad sites that total approximately 21,730 square feet of restaurant uses; along with other site work and soft costs. The Developer will bear all the risk until project completion and permanent financing is in place, and continued operating risk thereafter. This level of risk demands a positive return with a comparable national market range of 6.00% to 10.75%, with an average of 7.78% as indicated in the *PWC/Korpacz* study.

As detailed above, the projected IRR to the Developer without assistance, falls below the current range expected within the marketplace and in comparison to the return with assistance.

A Blight Study prepared by the Polsinelli PC, Development Analysis Department and an affidavit signed by the Developer dated _____, states that the redevelopment area is a blighted area and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Based upon the Blight Study, Developer affidavit, and upon our analysis, Springsted concludes that the proposed Project, without assistance would not likely be undertaken at this time without the requested assistance

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Kansas City, MO 64114-3311

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MEMORANDUM

TO: Ryan Hunt, City Administrator
City of Grain Valley, Missouri

FROM: Tom Denaway, Assistant Vice President/Consultant
Tom Kaleko, Senior Vice President/Client Representative

DATE: March 10, 2016

SUBJECT: Marketplace TIF – Amended But-For Analysis

At the request of the City, Springsted has prepared an update to the but-for analysis to incorporate the proposed March 7, 2016 revision to the Second Amendment to the Grain Valley Marketplace Tax Increment Plan.

The proposed revision to the TIF Plan incorporates an adjustment to the total project costs and the requested TIF assistance amount to account for increased construction and soft costs being realized by the Developer as they prepare for development of the site. The overall project costs have changed from $24,199,925 to $25,130,030; an increase of approximately $930,105. Due to the increased project costs the Developer is seeking a $230,000 increase to the total TIF reimbursable amount bringing the total reimbursement to $4,980,000, up from the original request of $4,750,000. The table below outlines the revised project budget:

Project Costs Category	Total Project Cost	% of Total Costs	Developer Costs	Third Party Costs	TIF Reimbursable Costs
Land Acquisition	$2,680,000	11%	$680,000	-	$2,000,000
Site Construction Costs*	4,744,366	19%	1,328,197	2,166,169	1,250,000
Building Shell Costs*	11,110,000	44%	3,880,000	5,500,000	1,730,000
Grocery Furniture, Fixtures & Equipment	1,800,000	7%	1,800,000	-	-
Soft Costs*	4,002,946	16%	2,151,473	1,851,473	-
Hard Cost Contingency*	792,718	3%	409,410	383,308	-
Total Redevelopment Project Costs	$25,130,030	100%	$10,249,079	$9,900,950	$4,980,000

**These categories realized increased cost estimates*

In comparison the to the original budget, the increased cost estimate for the Developer funded costs increased by approximately 6.5%, while the increased TIF reimbursable amount only increased by 4.8%. The result of these changes to the project costs, while all other assumptions remained the same, resulted in a decrease in the overall rate of return realized by the Developer as a result of the project.

In order to illustrate the impact on the Developer's rate of return we calculated updated unleveraged Internal Rates of Return for the project, both with and without assistance.

Unleveraged IRR Analysis	Without Assistance	With Assistance
Original Analysis	-0.68%	6.75%
Revised Costs/TIF	-1.70%	6.06%

As the chart above illustrates the proposed revisions to the total project cost and TIF reimbursable amounts, results in a negative impact to the rate of return realized by the Developer. Additionally, we performed an updated sensitivity analysis to calculate the impact the revised project cost had on the feasibility of the project without assistance. For the purpose of this sensitivity analysis we solved for the rate at which project assumptions would have to change for the project to achieve a 6.06% rate of return without assistance. We utilized this revised benchmark of 6.06% based on the revised return we calculated for the Developer with assistance.

Internal Rate of Return (IRR) – Sensitivity Analysis

Analysis	Change Necessary to be Feasible*	Return without Subsidy
Base Developer Return	N/A	-1.68%
Decreased Costs	33% Decrease	6.09%
Increased Project Revenue	49% Increase	6.14%
Combined Cost Savings & Increased Project Revenue	20% Decreased Costs 20% Increased Revenue	6.24%

*The feasibility threshold for purposes of our sensitivity analysis was defined as an internal rate of return of 6.06% per our calculation of the Developer's return based on the revised project cost and TIF reimbursement amount.

Conclusion

The proposed March 7, 2016 revision to the Second Amendment to the Grain Valley Marketplace TIF Plan, does not alter the but-for finding we originally made in our report dated February 3, 2016. In fact, the proposed revisions make the project less feasible without assistance than previously estimated, resulting in our conclusion that the project would still not be likely to proceed but-for the requested TIF assistance. Additionally, because the Developer is realizing a larger share of the increase in costs in comparison to the revised TIF reimbursement amount, the with-assistance return realized by the Developer is projected to decrease slightly from what had previously been calculated.

Terms Sheet

Between the City of Grain Valley, Missouri and STAR Acquisitions, Inc.
For the Second Amendment to the Marketplace Tax Increment Financing Plan and
First Amendment of Redevelopment Project 2

March 14, 2016

The purpose of this Terms Sheet is to provide a guide to the preliminary negotiation of the terms of an amendment to the redevelopment agreement between the City of Grain Valley, Missouri (the "City") and Star Acquisitions, Inc. (the "Developer") for implementation of a proposed amendment to the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan. The Terms Sheet provides written evidence of the parties' understanding of certain material terms of the proposed application for amendment of the Grain Valley Marketplace TIF Plan, which has been presented to the TIF Commission for a recommendation and will be presented to the Board of Aldermen for approval.

The parties understand that approval of the TIF Plan amendment and amendment to the TIF redevelopment agreement is subject to the sole discretion of the Board of Aldermen. The final, executed amendment to the TIF redevelopment agreement will control the implementation of the amended TIF Plan and that amendment will contain additional and more detailed provisions related to such implementation. Although the provisions agreed to by virtue of this Terms Sheet are expected to appear in the amendment to the TIF redevelopment agreement in substantively the same form, such provisions may be modified by the mutual agreement of the parties in the amended TIF redevelopment agreement.

I. Development Summary

A. The Developer is proposing to purchase a portion of the Grain Valley Marketplace Project Area 2 from SG Property Management and Grain Valley Marketplace Cinema Company LLC. Additionally, the Developer is under contract to purchase property adjacent to the development site to the north as shown in **Exhibit A**.

B. The Developer proposes to complete the development commenced by SG Property management by constructing or causing to be constructed by third party lot purchasers an additional approximately 81,000 square feet of restaurant and retail space, including an approximately 60,000 square foot grocery store.

C. The total estimated cost of the proposed development, as amended will be $26,930,030 plus financing costs. This amount excludes costs incurred by the Developer's predecessor.

D. The Developer is seeking $6,780,000 in public assistance for this project in the form of TIF and CID reimbursements, plus financing costs. The Developer's request includes reimbursement for land acquisition costs of $2,000,000, building shell costs of $1,730,000, site construction costs of $1,250,000 and approximately $1,800,000 to finance the Developer's share of NID costs incurred though the TIF Plan as it was originally approved for Project Area 2, including financing costs associated with all such project costs.

E. Financing for amended Project 2 may be (i) a combination of TIF Revenue Bonds and pay-as-you-go reimbursements to the Developer; or (ii) solely pay-as-you-go reimbursement; the election of which is the Developer's option upon completion of the Developer's portion of private and public project improvements. "Developer's portion of private and public project improvements" as used in this Terms Sheet shall mean the land acquisition, site work, grocery store construction, and associated design, financing, and any other soft costs associated with same. Such costs shall not include construction of improvements on any of the five (5) non-grocery store pad sites.

II. Development Schedule.

A. The Developer intends to begin construction of the proposed grocery store in fall 2016. Construction of the grocery store will be completed by fall 2017.

B. The remaining five (5) pad sites are forecasted to be sold to third parties. Construction of the pad sites is forecasted to commence between fall 2016 and fall 2018. The construction of buildings on the pad sites is forecasted to be completed in 2019.

III. Financing.

A. Developer and Third Party Equity/Private Financing

1. After receiving the public assistance requested, the Developer's share of the total project costs is $10,249,079. Prior to reimbursement, Developer's new investment is estimated to be approximately $15,000,000.

2. It is anticipated that Third Parties will contribute $9,900,958 of the total project costs.

B. Pay-As-You-Go

1. Upon completion of the Developer's portion of the private and public project improvements, the Developer may elect to have all of its eligible TIF Reimbursable Projects Costs (i.e., $6,780,000 plus financing costs) reimbursed on an as collected basis from revenues deposited in the Special Allocation Fund.

2. As an absolute alternative to the Developer's option described immediately above, upon completion of the Developer's portion of the private and public project improvements, the Developer may elect to have a portion of its eligible TIF Reimbursable Projects Costs reimbursed by the proceeds of TIF Bonds as described in Section C below with the remainder of such eligible TIF Reimbursable Projects Costs reimbursed on an as collected basis when sufficient revenues exist in the Special Allocation Fund.

The parties anticipate that Developer will finance the TIF Reimbursable Project Costs through a third party lender in an arms-length transaction (i.e. not equity financing and not lending from an affiliate of the Developer). Interest due to the Developer on pay-as-you-go reimbursement will be at the Developer's actual borrowing rate, which shall not exceed the Prime Rate plus 3%, and will not compound. The Developer shall submit a request for reimbursement of interest costs incurred in the same manner as its request for reimbursement of other TIF Reimbursable Project Costs as established in this Agreement; provided, however that the parties understand that interest costs are outside of and in addition to the costs identified in the Sources and Uses exhibit (i.e., in addition to the $6,780,000 reimbursable amount).

C. TIF Bonds

1. If requested by Developer pursuant to subsection B above, the City will issue non-credit enhanced, tax exempt TIF revenue bonds (the "TIF Bonds") when such bonds become marketable without City credit enhancement.

2. The amount of the TIF bonds, and the net proceeds produced, will be determined by market conditions at the time of underwriting.

3. The term of the TIF Bonds shall coincide with termination of the TIF Redevelopment Area in 2034.

4. If the market permits at the time of issuance, the TIF Bonds will provide that actual TIF and CID revenues received in excess of the Series 2012 Grain Valley Marketplace Tax Increment Revenue Bonds debt service plus the expected case amortization for the TIF Bonds will be used to reimburse the Developer on a pay-as-you-go basis for the difference between the actual net proceeds of the TIF bond issuance and $6,780,000.

D. NID Bonds

1. The NID Improvements, including capitalized interest, are subject to short-term financing through the City's Taxable Neighborhood Improvement District Limited General Obligation Refunding Temporary Notes, Series 2015 (the "NID Notes"), which will mature on December 1, 2016.

2. Prior to or at maturity of the NID Notes, the City will issue taxable NID bonds. The taxable NID Bonds will be paid from special assessments that will first be levied in November 2017.

3. The aggregate NID special assessment principal for the Developer's portion of the property within the NID boundaries, excluding interest, is expected to be approximately $1,800,000 (not including financing costs).

4. The Developer shall pay its annual NID special assessments and be reimbursed from TIF and CID revenue as described in above Sections B or C, whichever is applicable.

E. Statutory Limitation on Reimbursement from Uncaptured CID Sales Tax Revenue

1. The CID Act limits the use of uncaptured CID sales tax revenues to public improvements constructed within the boundaries of the CID.

2. Approximately $1.5 million of the NID project costs were located outside of the CID and NID boundaries, which are coterminous.

3. For these reasons, it is anticipated that uncaptured CID revenues will be utilized primarily to pay the eligible portion of the Series 2012 TIF Bonds debt service. The Developer's reimbursement will come primarily from TIF increment, which includes captured CID sales tax receipts.

4. The City makes no guarantee that project revenues will be sufficient to reimburse all of the Developer's eligible costs.

F. Payment of Interest Expenses

1. Third Party Borrowing. In the event Developer incurs financing costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual

financing costs incurred and certified pursuant to this Section III.F. Interest will be reimbursed pursuant to Section III.B.3 hereof.

2. Interest on Developer Equity – Developer Publicly Funded Project Improvements. In the event Developer finances a portion of the Developer Public Project Improvements with equity, Developer shall receive as a Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was advanced at the same rate charged to Developer by its lender for debt financing. For purposes of calculating interest expense on Developer advanced equity, Developer shall certify its interest expense pursuant to this Section III.F as a separate line item expense. For the month in which equity is initially advanced, the interest expense shall accrue from the 15th day of the month for equity advanced from the 1st through the 14th day of a month and from the last day of the month for equity advanced after the 15th day of a given month.

3. Interest Paid Not Included In Total Reimbursable Project Costs. Any interest paid to Developer pursuant to this Section III.F shall not be included as an expense against the total amount set out in the Redevelopment Project Cost Budget for Reimbursable Project Costs (i.e., the $6,780,000 reimbursable amount).

IV. City-Cinema Lease Agreement Related to CID Improvements.

A. Grain Valley Marketplace Cinema Company LLC will enter into a Lease Amendment with the City exchanging that portion of Tract A located south of the proposed grocery store (approximately 0.86 acres) for the driveway and parking areas located north and east of the existing theater (approximately 0.38 acres). The purpose of this Lease Amendment is to change the public improvements that have been financed using non-captured CID revenues (see map attached as **Exhibit B**).

B. Upon acquisition of the development site by the Developer, the Developer will enter into an additional lease agreement with the City for a portion of the parking lot south of existing Tract A (triangle piece) (see map attached as **Exhibit C**).

C. See the map attached as **Exhibit D** depicting the property subject to the original lease between the City and Grain Valley Marketplace Cinema Co., LLC, compared to the property subject to both the Lease Amendment and the additional lease agreement.

V. CID Annexation

A. The Developer will file or cause the owner of the relevant property to file a petition to annex additional property north of the existing development into the CID. The CID annexation is depicted on the map attached hereto as **Exhibit E**.

Signature	Signature
Title	Title

Date Star Acquisitions, Inc.	Date City of Grain Valley

EXHIBIT A

Property to be Purchased by Developer

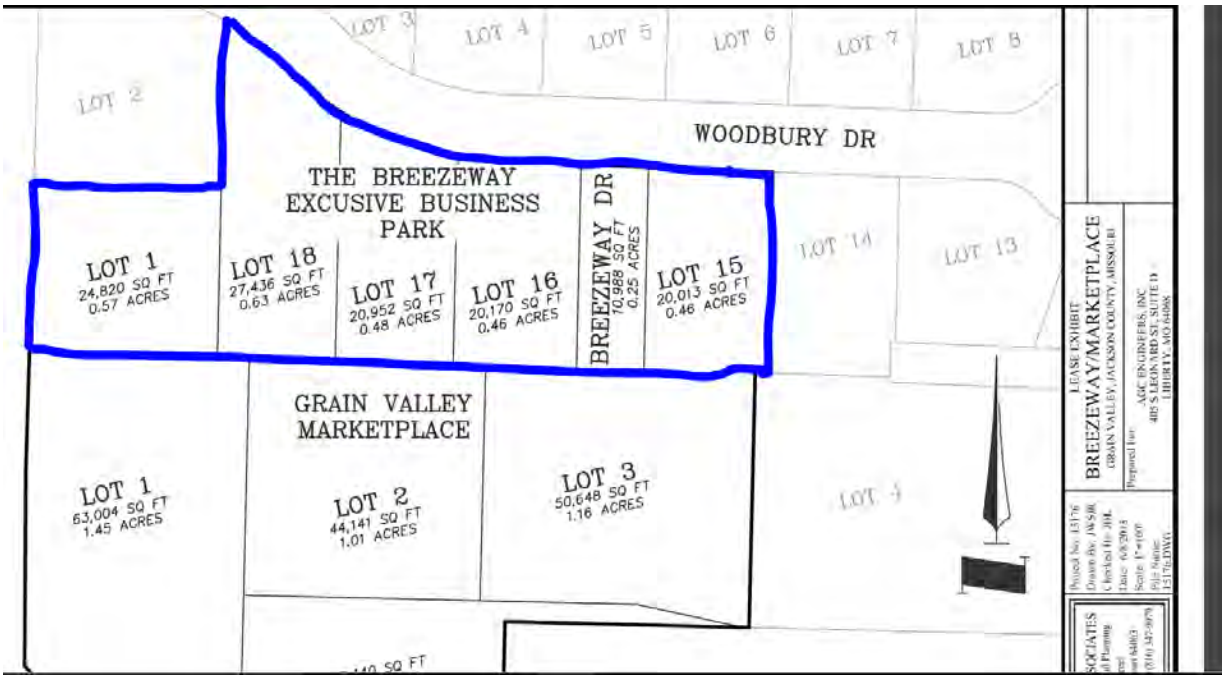

EXHIBIT B

City of Grain Valley – Grain Valley Marketplace Cinema Co., LLC – Lease Amendment area

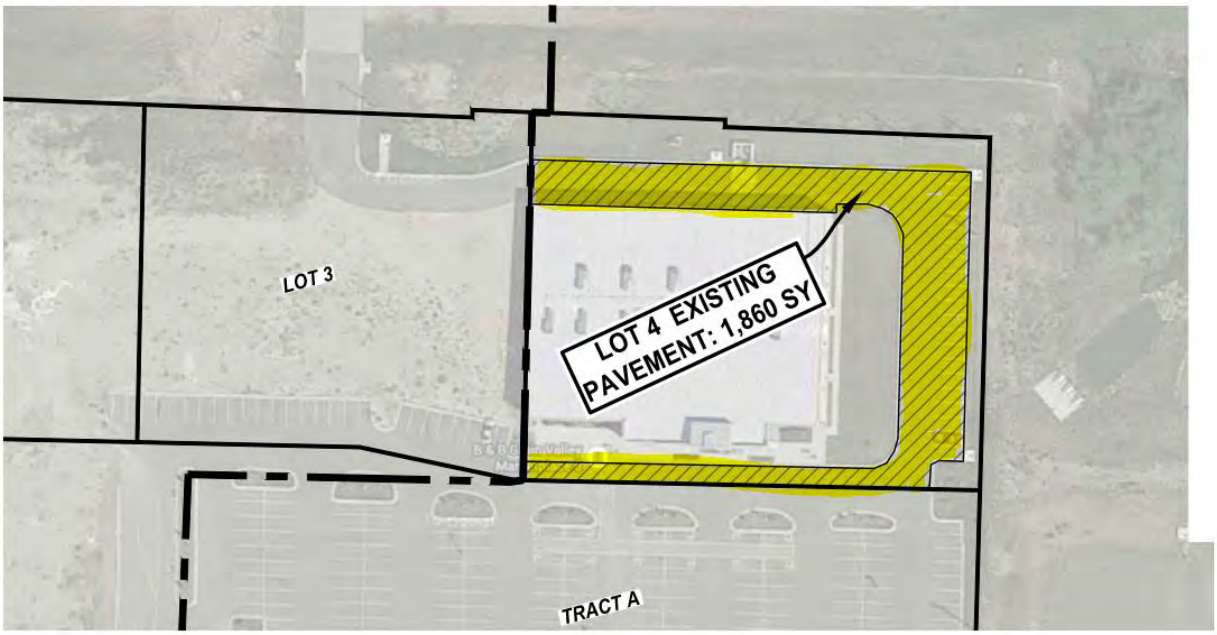

EXHIBIT C

Parking Lot South of Tract A

EXHIBIT D

Property Subject to Original Lease Agreement between the City and Grain Valley Marketplace Cinema Co., LLC

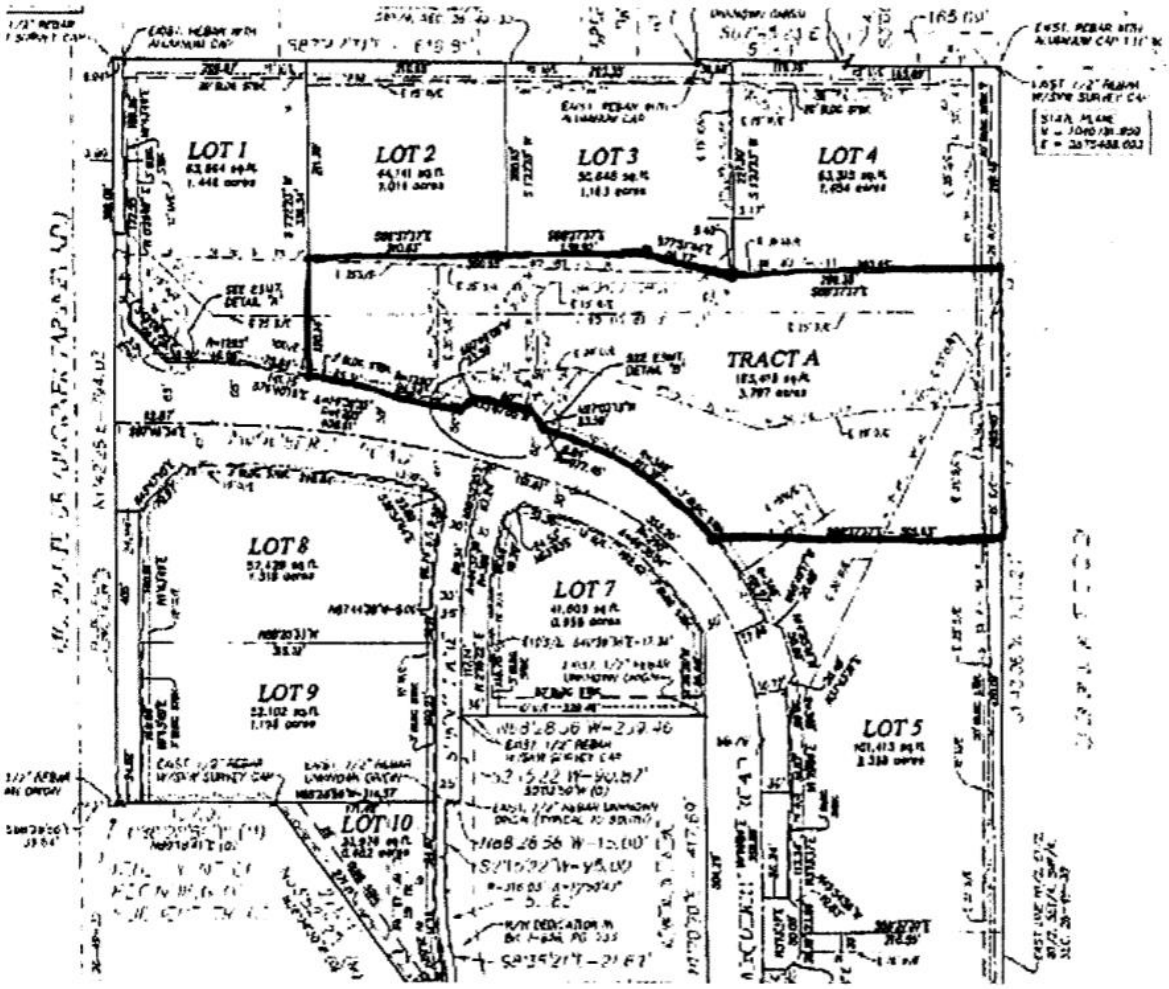

EXHIBIT E

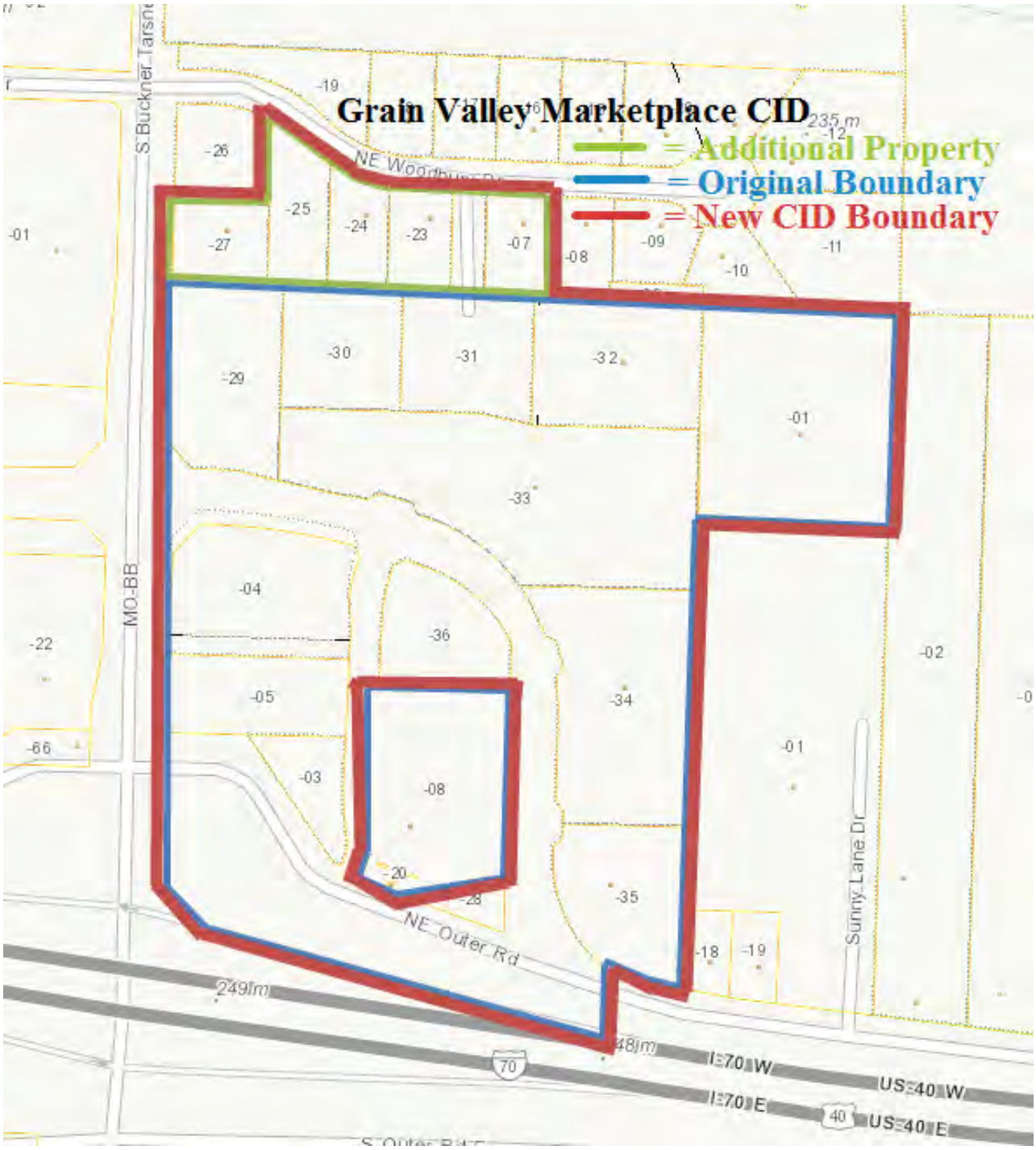
Grain Valley Marketplace CID
= Additional Property
= Original Boundary
= New CID Boundary
S Buckner Tarsney
MO-BB
NE Woodbury Dr
NE Outer Rd
Sunny Lane Dr
I-70 W
I-70 E
US-40 W
US-40 E
70
40
235 m
249 m
248 m

EXHIBIT A

GRAIN VALLEY MARKETPLACE
(Project 2)
TAX INCREMENT FINANCING PLAN
A SECOND AMENDMENT TO
THE GRAIN VALLEY MARKETPLACE TAX INCREMENT PLAN
Grain Valley, Missouri

SEE ATTACHED

GRAIN VALLEY MARKETPLACE
(Project 2)

TAX INCREMENT FINANCING PLAN

A SECOND AMENDMENT TO
THE GRAIN VALLEY MARKETPLACE
TAX INCREMENT PLAN

Grain Valley, Missouri

GRAIN VALLEY MARKETPLACE
(Project 2)
TAX INCREMENT FINANCING PLAN

A SECOND AMENDMENT TO
THE GRAIN VALLEY MARKETPLACE TAX INCREMENT PLAN

Grain Valley, Missouri

Prepared By:

Polsinelli PC on behalf of STAR Acquisitions, Inc.

Submitted to:

The City of Grain Valley TIF Commission

January 8, 2016

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Exhibit List

1A Grain Valley Marketplace Redevelopment Area

1C Redevelopment Project Area 2

2 Redevelopment Areas Map

3A Site Plan – Project Area 2

5 Estimated Redevelopment Project Costs and Reimbursable Project Costs for Redevelopment Project 2

6A Addendum to Existing Conditions Study

7A Commitment to Finance Redevelopment Project 2

8A Revenue Projections for Redevelopment Project 2

11A Cost Benefit Analysis for Project 2

12A Developer Affidavit Project 2

SECOND AMENDMENT
TO THE GRAIN VALLEY MARKETPLACE
TAX INCREMENT FINANCING PLAN

(PROJECT 2)

Submitted to the City of Grain Valley, Missouri on January 8, 2016

Recitals.

A. The City of Grain Valley, Missouri (the "City") is authorized pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, RSMo (the "TIF Act") to adopt a plan for the redevelopment of a prescribed area that will directly and substantially benefit from redevelopment project improvements and to provide funding to implement the plan.

B. By Ordinance No. 2107, adopted by the Board of Aldermen of the City on September 27, 2010, the City approved the Grain Valley Marketplace Redevelopment Plan ("Redevelopment Plan" or "TIF Plan"), determined that the Redevelopment Project Areas (1 through 4 inclusive) constitute a Blighted Area; determined that the Redevelopment Plan, Redevelopment Projects, and Redevelopment Project Areas met the other applicable requirements of the Act; selected a developer to implement the Redevelopment Project Area 2 portion of the Redevelopment Plan, and authorized the City to enter into a contract with a developer for the implementation of Redevelopment Project 2 described in the Redevelopment Plan.

C. The TIF Plan provides for the redevelopment of the Redevelopment Area through one or more redevelopment projects in each of the four (4) Redevelopment Project Areas in Grain Valley, Missouri. Redevelopment Projects 1, 3, and 4 include Public Road Improvements to be undertaken by the City. Redevelopment Project 2 includes the construction of a commercial development comprised of retail, restaurants and entertainment; public improvements servicing the development; the portion of Public Road Improvements attributable to Redevelopment Project Area 2; and other

additional necessary and beneficial public improvements outside the Redevelopment Project Areas, which are necessary and beneficial to the TIF Plan.

D. In the event that the exterior boundaries of a Redevelopment Area or a Redevelopment Plan Area are to be altered, the City is authorized to consider and approve an amendment to the TIF Plan under Section 99.825 of the TIF Act.

E. On December 9, 2013, the Board of Aldermen adopted an amendment to the TIF Plan (the "First Amendment") by ordinance altering the exterior boundaries of Redevelopment Project Area 1 by splitting it into Redevelopment Project Area 1A and Redevelopment Project Area 1B. The exterior boundaries of the Redevelopment Plan were unchanged.

F. The First Amendment also addressed changes in the redevelopment project costs actually incurred and activated tax increment allocation financing for Redevelopment Project Area 1A. The First Amendment did not include any changes to the TIF Plan with regard to Redevelopment Project Area 2.

G. Since adoption of the First Amendment, the original developer of Redevelopment Project 2 as identified in the TIF Plan ceased development of Redevelopment Project 2 after completing only a portion of the project. The purpose of this Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan (the "Amended TIF Plan") is to identify a new developer for Redevelopment Project 2, amend the boundaries of Redevelopment Project Area 2, correspondingly amend the boundaries of the overall Redevelopment Area, describe revised components of Redevelopment Project 2 and include a corresponding site plan, include an addendum to the original Existing Conditions Study, describe revised costs for Redevelopment Project 2, including costs eligible for TIF reimbursement, include revised projections of incremental real property and sales taxes (pursuant to revised assessed value and sales projections) within Redevelopment Project Area 2, contain an updated commitment to finance, developer affidavit, and cost-benefit analysis in connection with Redevelopment Project 2.

Amendments

1. Generally. This Amended TIF Plan is intended to supplement the existing TIF Plan. To the extent that the Amended TIF Plan differs from or is inconsistent with the existing TIF Plan, the Amended TIF Plan shall supersede the TIF Plan. In all other respects, however, the TIF Plan shall remain in effect. The Amended TIF Plan is not intended to have an effect on Redevelopment Projects 1A, 1B, 3 or 4, and shall not be construed to change any provisions of the TIF Plan or First Amendment with respect to those projects. All capitalized words or terms used in this Amended TIF Plan that are not defined herein shall have the meaning ascribed to them in the TIF Plan or First Amendment.

2. Name of Amended TIF Plan. The name of the Amended TIF Plan shall remain the "Grain Valley Marketplace Tax Increment Financing Plan." The name of Project Areas 1A, 1B, 3, and 4 shall remain "Grain Valley Interchange."

3. Boundaries. The exterior boundaries of the Redevelopment Area (Project Areas 1A -- 4 inclusive) shall be expanded. The exterior boundaries of Redevelopment Project Area 2 shall also be correspondingly expanded. The exterior boundaries of Redevelopment Projects 1A, 1B, 3, and 4 shall not change. A legal description describing the boundaries of the expanded Redevelopment Area is attached hereto as Exhibit 1A, the legal description describing the boundaries of the amended Redevelopment Project Area 2 is attached hereto as Exhibit 1 C, and the boundaries of both the expanded Redevelopment Area and amended Redevelopment Project Area 2 are depicted on the map attached as Exhibit 2.

4. Definitions.

a. Developer's CID Pledge Account. The separate segregated account within the Special Allocation Fund into which the non-captured portion of Developer's CID Sales Tax revenues are to be deposited and from which such revenues will be disbursed to pay for or reimburse CID eligible costs.

b. Grain Valley Marketplace Redevelopment Area. Collectively, Redevelopment Project Area 1A, Redevelopment Project Area 1B, Redevelopment Project Area 2, Redevelopment Project Area 3, and Redevelopment Project Area 4, such real property legally described in the aggregate in Exhibit 1A.

c. Preliminary Site Plan. The conceptual preliminary site plan for Redevelopment Project Area 2 attached as Exhibit 3A, as such plan may be amended from time to time without further amendment to the Plan.

d. Redevelopment Project 2. (i) The construction of a grocery store, approximately 21,000 square feet of retail and/or restaurant facilities, and infrastructure improvements servicing such development within Redevelopment Project Area 2; and (ii) the already completed improvements consisting of the existing movie theater and convenience store, as well as the public improvements servicing such development in Redevelopment Project Area 2 and the portion of the Public Road Improvements attributable to Redevelopment Project Area 2 as set forth on Exhibit 4A to the Redevelopment Plan. The Preliminary Site Plan generally depicting Redevelopment Project 2 is set forth on Exhibit 3A attached hereto.

e. Redevelopment Project 2 Developer. STAR Acquisitions, Inc., a Missouri corporation, its successors and assigns for Redevelopment Project 2.

f. Redevelopment Project 2 Developer's CID Eligible Expenses. The non-captured portion of Developer's CID sales tax revenues shall be utilized to pay for or reimburse CID administrative and operating costs, as well as Redevelopment Project 2 Developer's NID Assessments.

g. Reimbursable Project Costs for Redevelopment Project 2. Reimbursable Project Costs for Redevelopment Project 2 shall include—

(i) Six Million Five Hundred and Fifty Thousand and No/100 Dollars ($6,550,000.00) of the Redevelopment Project Costs for Redevelopment

Project 2 set forth on Exhibit 5 attached hereto, plus interest, capitalized interest and Financing Costs, as such estimate may be amended from time to time without further amendment to the Plan.[1]

(ii) Two Million One Hundred Five Thousand Seven Hundred and Seventy-Three and No/100 Dollars ($2,105,773.00) already utilized to pay for or reimburse Redevelopment Project Costs for Redevelopment Project 2 set forth on Exhibit 4A to the Redevelopment Plan, plus interest, capitalized interest and Financing Costs.

(iii) Seventy-Five Thousand and No/100 Dollars ($75,000.00) already utilized to pay for or reimburse Redevelopment Project Costs for Redevelopment Project 2 to the City.

5. Specific Plan Objectives. Specific objectives of this Plan are: Construction of a grocery store, approximately 21,000 square feet of retail and/or restaurant facilities, and infrastructure improvements servicing such development within Redevelopment Project Area 2, as generally depicted on Exhibit 3A.[2]

6. Plan Implementation.

a. Redevelopment Project 2. Redevelopment Project 2 includes the construction of a grocery store, approximately 21,000 square feet of retail and/or restaurant facilities, and infrastructure improvements servicing such development within Redevelopment Project Area 2; and also includes the already completed improvements consisting of the

[1] Estimated Reimbursable Project Costs for Redevelopment Project 2 will be reduced by the amount of available non-captured CID revenues utilized to pay for/reimburse the approximately $1,800,000 in NID costs associated with the land owned or to be owned by the Redevelopment Project 2 Developer.

[2] The following specific objectives of the Redevelopment Plan specifically pertaining to Redevelopment Project 2 have already been achieved – construction of the existing movie theater and convenience store, as well as the public improvements servicing such development in Redevelopment Project Area 2 and the portion of the Public Road Improvements attributable to Redevelopment Project Area 2 as set forth on Exhibit 4A to the Redevelopment Plan.

existing movie theater and convenience store, as well as the public improvements servicing such development in Redevelopment Project Area 2 and the portion of the Public Road Improvements attributable to Redevelopment Project Area 2 as set forth on Exhibit 4A to the Redevelopment Plan. Portions of the above-mentioned Public Road Improvements are located outside the Grain Valley Marketplace Redevelopment Area, but are necessary and beneficial to this Plan.

b. Schedule of Development. A portion of Redevelopment Project 2 has already been completed. Commencement of construction of the remainder of Redevelopment Project 2 is expected to commence in 2016 and is expected to be completed in approximately 2019.

7. Financing Plan.

a. Projected Redevelopment Project Costs for Project 2. The Redevelopment Project Costs for Redevelopment Project 2 are estimated to be approximately Twenty-Five Million Nine Hundred and Ninety-Nine Thousand and No/100 Dollars ($25,999,000.00), as shown on Exhibit 5 attached hereto. These estimated Redevelopment Project Costs include Reimbursable Project Costs in the total aggregate amount of approximately Six Million Five Hundred and Fifty Thousand and No/100 Dollars ($6,550,000.00), as currently anticipated, and shown on Exhibit 5, plus interest, capitalized interest and Financing Costs.[1] [3] Exhibit 4A to the Redevelopment Plan shall be used solely for referring to Redevelopment Project Costs for Project 2 that were expended prior to the adoption of this Amended TIF Plan, consistent with the way Exhibit 4A is referenced in this Amended TIF Plan. For purposes of defining and discussing

[3] In addition to the Redevelopment Project Costs for Project 2 set forth above that are estimated to be incurred going forward, certain Redevelopment Project Costs set forth on Exhibit 4A to the Redevelopment Plan have been incurred prior to the adoption of this Amended TIF Plan. Of such costs, Two Million One Hundred Five Thousand Seven Hundred and Seventy-Three and No/100 Dollars ($2,105,773.00) have been paid for or reimbursed as Reimbursable Project Costs, plus interest, capitalized interest and Financing Costs and Seventy-Five Thousand and No/100 Dollars ($75,000.00) have been paid for or reimbursed as Reimbursable Project Costs to the City.

Redevelopment Project Costs (and Reimbursable Project Costs) for Project Area 2 expended after adoption of this Amended TIF Plan, Exhibit 5 attached hereto shall apply.

b. Evidence of Commitment to Finance. The Developer has committed to fund the costs of Redevelopment Project 2 that are not qualified as Reimbursable Project Costs, as set forth in the "Developer Private Costs" column on Exhibit 5 attached hereto. This commitment is evidenced in a letter attached as Exhibit 7A.

c. Projected TIF Revenue and Other Incremental Revenue for Project 2. The projected Payments in Lieu of Taxes and Economic Activity Taxes to be generated by Project 2 are approximately Fourteen Million Nine Hundred and Forty-Eight Thousand Eight Hundred and Nineteen and No/100 Dollars ($14,948,819.00). The projections and the specific assumptions made to determine such projections are set forth in Exhibit 8A.

d. Payments in Lieu of Taxes.

i. Equalized Assessed Valuation. According to the records of the County Assessor, the approximate Total Initial Equalized Assessed Value of Project 2 of the Grain Valley Marketplace Redevelopment Area is Six Hundred Fifty-Seven Thousand Six Hundred and Thirty-Six and No/100 Dollars ($657,636.00). The approximate current ad valorem tax levy rates in the Grain Valley Marketplace Redevelopment Area are $8.7748 per $100 of assessed valuation for residential and commercial property, both of which excludes the replacement tax levy and the blind pension fund, which levies are not subject to tax increment financing.

ii. Anticipated Assessed Valuation. Upon completion of Redevelopment Project 2, the assessed value of Redevelopment Project 2 is anticipated to be Two Million Eight Hundred and Eighty-Three Thousand Five Hundred and Sixty-Three and No/100 Dollars ($2,883,563.00). When development of Redevelopment Project 2 is complete, and this Plan is

terminated, Redevelopment Project 2 will annually yield an estimated Two Hundred and Twenty-Four Thousand Nine Hundred and Sixty-Nine and No/100 Dollars ($224,969.00) in additional ad valorem real property taxes.

e. Economic Activity Taxes.

i. Current Sales and Sales Tax Rates. Sales tax revenue resulting from sales in Redevelopment Project Area 2 the year prior to the year in which the Plan was adopted was Five Hundred Forty-Two Thousand Three Hundred and Fifteen and No/100 Dollars ($542,315.00). The current local sales tax rate for the Taxing Districts is 4.875% (4.625% after April 2018 when a portion of the County sales tax levy sunsets), which excludes the County Capital Improvements Tax (stadium tax) of 0.375% which is not subject to capture by tax increment financing.

ii. Anticipated Sales Taxes. In the last year during which this Amended TIF Plan is expected to be in effect, it is projected that: (1) total annual sales subject to local sales tax in Redevelopment Project Area 2 will be approximately Thirty-Four Million Ninety-Nine Thousand Eight Hundred and Forty-One and No/100 Dollars ($34,099,841.00); and (2) using the 4.625% sales tax rate in (e)(i) above, sales in Redevelopment Project Area 2 will yield an estimated One Million Five Hundred Seventy-Seven Thousand One Hundred and Eighteen and No/100 Dollars ($1,577,118.00) in total annual sales tax revenue.

f. Special Allocation Fund. In addition to the segregated PILOT Account and Economic Activity Account required by the Act to be maintained in the Special Allocation Fund, the City Finance Director has established and shall continue to maintain a third separate segregated account into which all payments of the non-captured portion of Developer's CID sales tax revenues are to be deposited to pay/reimburse CID eligible expenses.

8. Disbursements from Special Allocation Fund. In addition to the segregated PILOT Account and Economic Activity Account required by the Act to be

maintained in the Special Allocation Fund, the City Finance Director has also created a separate segregated account into which will be deposited payments of the non-captured portion of the Developer's CID Sales Tax revenues, estimates of which are set forth in the "CID Revenue (non- TIF Captured)" column of Exhibit 8A. Disbursement of funds from such account shall be made by the City Finance Director to the Project Area 2 Developer for purposes of payment/reimbursement of CID eligible expenses.

9. Cost-Benefit Analysis.

a. Project Area 2. The amount of all revenue estimated to be received by the Taxing Districts directly from the Redevelopment Project 2 during the first twenty-three (23) years is Thirty-Two Million Eight Hundred Nineteen Thousand Three Hundred and Thirty-three and No/100 Dollars ($32,819,333), as shown on the cost-benefit analysis attached as Exhibit 11A. The cost-benefit analysis shows the impact on the Taxing Districts if Redevelopment Project 2 is built pursuant to this Plan, and illustrates the fiscal impact on each such Taxing District.

10. Required Statutory Findings.

a. Blighted Area. The Grain Valley Marketplace Redevelopment Area on the whole is a Blighted Area as defined in the Act and as found by the Board of Aldermen in Ordinance No. 2107, and the development remains in the public interest because it will alleviate defective and inadequate street and highway infrastructure in the area, improve the safety of the public, increase employment in and enhance the tax base of the City. To date, these blighted conditions have not yet been fully abated. Further, all real property included within the expanded boundaries of the Redevelopment Area is interrelated and blighted on the whole as established in the Existing Conditions Addendum attached as Exhibit 6B. Not all of the factors establishing the Redevelopment Area as a Blighted Area in Ordinance No. 2107 have been remediated, but Project Area 2, as amended, will serve to alleviate such conditions.

b. Expectations for Development (But-for analysis). The Grain Valley Marketplace Redevelopment Area on the whole has not been subject to growth and development through investment by private enterprise as demonstrated in part by the Developer Affidavit with respect to Redevelopment Project Area 2, attached as Exhibit 12A, and would not reasonably be anticipated to be developed without the adoption of tax increment financing due to the substantial costs of the Redevelopment Project.

c. Conforms to Comprehensive Plan. The City's Comprehensive Plan indicates that the Grain Valley Marketplace Redevelopment Area may be developed for restaurants, retail, movie theaters, convenience stores, and other light commercial uses allowed in the Transition Zone Overlay District. This Amended TIF Plan designates the Grain Valley Marketplace Redevelopment Area for such uses and consequently conforms to the City's Comprehensive Plan.

d. Date to Adopt Redevelopment Project. Any Ordinance approving any Redevelopment Project will not be adopted later than ten (10) years from the adoption of the original TIF Plan.

e. Date to Complete Redevelopment. Redevelopment Project 2 will be completed prior to a date that is not more than 23 years from the adoption of the Ordinance approving Redevelopment Project 2.

f. Date to Retire Obligations. Obligations are required to be retired on a date that is less than 23 years from the adoption of the last Ordinance approving any Redevelopment Project.

g. Acquisition by Eminent Domain. No property constituting the Grain Valley Marketplace Redevelopment Area will be acquired by eminent domain.

h. Relocation Assistance Plan. The plan for relocation assistance for businesses and residences attached as Exhibit 13 to the TIF Plan is unchanged and remains in effect.

i. Cost-benefit Analysis -- Project Area 2. The cost-benefit analysis attached as Exhibit 11A, shows the economic impact of Redevelopment Project 2 on each Taxing District. The analysis shows the impact on the economy if Redevelopment Project 2 is built and if Redevelopment Project 2 is not built pursuant to this Amended TIF Plan. The analysis includes a fiscal impact study on every Taxing District.

j. Gambling Establishment. This Amended TIF Plan does not include the initial development or redevelopment of any gambling establishment as defined in the Act.

Exhibit 1A

Legal Description

Total Redevelopment Area

(as expanded by this Amended TIF Plan)

See Attached

TOTAL TIF AREA DESCRIPTION
FOR: CITY OF GRAIN VALLEY,
JACKSON COUNTY, MISSOURI
SW1/4 SECTION 26 & NW1/4 SECTION 35,
ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST

REVISED – SEPTEMBER 10, 2010

TOTAL TIF AREA DESCRIPTION:

AN AREA OF LAND FOR TAX INCREMENT FINANCING, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, T49N, R30W, BEING A FOUND ALUMINUM CAP AND IRON BAR, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-49541; THENCE N01°26'34"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 786.82 FEET TO THE NORTHWEST CORNER OF LOT 2, "INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, AND BEING THE POINT OF BEGINNING; THENCE CONTINUING N01°26'34"E ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 363.11 FEET TO THE SOUTHWEST CORNER OF "WINGATE TOWNHOMES P.U.D." A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE S86°53'55"E ALONG THE SOUTH LINE OF SAID "WINGATE TOWNHOMES P.U.D.", A DISTANCE OF 955.23 FEET TO THE SOUTHEAST CORNER OF SAID "WINGATE TOWNHOMES P.U.D."; THENCE N01°41'59"E ALONG THE EAST LINE OF SAID "WINGATE TOWNHOMES P.U.D." AND ALONG THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 507.95 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WOODBURY DRIVE, AS NOW ESTABLISHED; THENCE S88°21'14"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 331.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE BB, AS NOW ESTABLISHED; THENCE S01°22'31"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 319.47 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE S87°46'34"E ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 703.90 FEET; THENCE N01°19'04"E ALONG THE SOUTHERLY LINE OF LOT 15, "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 4.60 FEET; THENCE S87°46'35"E ALONG THE SOUTH LINE OF LOTS 15 AND 14, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 156.62 FEET; THENCE N01°44'06"E ALONG THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 31.54 FEET; THENCE S87°43'32"E ALONG THE SOUTH LINE OF LOTS 14, 13 AND 12, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 164.25 FEET; THENCE S01°35'07"W ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 35.99 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S87°46'34"E ALONG THE SOUTH LINE OF LOTS 12 AND 11, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" AND BEING ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 344.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, ALSO BEING THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S01°18'26"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 378.85 FEET; THENCE N87°46'34"W ALONG A LINE THAT IS PARALLEL WITH AND 378.80 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 345.90 FEET; THENCE S01°35'07"W, A DISTANCE OF 832.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. INTERSTATE I-70, AS NOW ESTABLISHED; THENCE N81°26'03"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 37.38 FEET; THENCE N69°12'33"W

CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 137.94 FEET; THENCE S01°44'06"W, A DISTANCE OF 811.47 FEET TO A POINT ON THE SOUTH LINE OF LOT 3, "MINTER VIEW" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N88°05'05"W ALONG THE SOUTH LINE OF LOTS 3 AND 4, SAID "MINTER VIEW" AND ALONG THE SOUTH LINE OF LOTS 6, 5, 4, 3 AND 2, "HOEHN ADDITION" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 646.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, "HOEHN ADDITION"; THENCE N01°42'54"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 135.00 FEET; THENCE N88°05'05"W, A DISTANCE OF 200.17 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, AS NOW ESTABLISHED; THENCE S01°40'36"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 463.46 FEET; THENCE N88°05'03"W, A DISTANCE OF 303.85 FEET TO A POINT ON THE EAST LINE OF LOT 15, "MINTER ADDITION" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N01°40'36"E ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 3.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE N88°05'03"W ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 215.15 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MINTER AVENUE, AS NOW ESTABLISHED; THENCE N01°40'36"E ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 10, SAID "MINTER ADDITION AND ALONG THE EAST LINE OF LOTS 10, 9, 8 AND 7, SAID "MINTER ADDITION", A DISTANCE OF 324.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, T49N, R30W; THENCE N88°05'03"W ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, A DISTANCE OF 775.49 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N01°36'03"E ALONG SAID WEST LINE, A DISTANCE OF 233.64 FEET TO THE SOUTHWEST CORNER OF LOT 1, "OOIDA COMPLEX, LOT 1" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND ALONG THE NORTHEASTERLY PROLONGATION OF SAID SOUTHERLY LINE AND ALL BEING ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N70°55'43"E, A CENTARL ANGLE OF 12°40'59" AND A RADIUS OF 4316.28 FEET, FOR AN ARC DISTANCE OF 955.46 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 8A, "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N02°06'21"E ALONG THE SOUTHERLY PROLONGATION OF SAID EAST LINE AND ALONG SAID EAST LINE OF LOT 8A, A DISTANCE OF 789.05 FEET TO THE NORTHEAST CORNER OF SAID LOT 8A; THENCE N86°54'31"W ALONG THE NORTH LINE OF SAID LOT 8A, A DISTANCE OF 118.85 FEET TO A POINT ON THE EAST LINE OF LOT 7, SAID "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK"; THENCE N01°42'16"E ALONG SAID EAST LINE OF LOT 7, A DISTANCE OF 163.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE N86°54'47"W ALONG THE NORTH LINE OF LOTS 7 AND 4, SAID "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK" AND ALONG THE NORTH LINE OF LOT 2, "INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 814.72 FEET TO THE POINT OF BEGINNING.

THE DESIGNATED TOTAL TIF AREA DESCRIBED ABOVE CONTAINS 3,685,470 SQUARE FEET OR 84.6067 ACRES, MORE OR LESS.

FOR: CITY OF GRAIN VALLEY
ATTN: KEN MURPHY
CITY PLANNER
GRAIN VALLEY, MISSOURI 64029

BY:_____
ROLAND B. MCBRIDE, MO. PLS #2486
TRANSYSTEMS CORP., MO. LC #318
2400 PERSHING ROAD, SUITE 400
KANSAS CITY, MISSOURI 64108

AND

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

Exhibit 1C

Legal Description

Project 2

(as expanded by this Amended TIF Plan)

See Attached

TIF-#2NE AREA DESCRIPTION
FOR: CITY OF GRAIN VALLEY,
JACKSON COUNTY, MISSOURI
SW1/4 SECTION 26 & NW1/4 SECTION 35,
ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST

REVISED – SEPTEMBER 10, 2010
TIF-#2NE AREA DESCRIPTION:

AN AREA OF LAND FOR TAX INCREMENT FINANCING, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, T49N, R30W, BEING A FOUND ALUMINUM CAP AND IRON BAR, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-49541; THENCE N89°02'55"E, A DISTANCE OF 1331.40 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AND THE CENTERLINE OF U.S. INTERSTATE I-70, AS NOW ESTABLISHED, AND BEING THE POINT OF BEGINNING; THENCE N01°22'31"E ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 1253.42 FEET TO THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE S87°46'34"E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 663.90 FEET; THENCE N01°19'04"E ALONG THE SOUTHERLY LINE OF LOT 15, "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 4.60 FEET; THENCE S87°46'35"E ALONG THE SOUTH LINE OF LOTS 15 AND 14, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 156.62 FEET; THENCE N01°44'06"E ALONG THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 31.54 FEET; THENCE S87°43'32"E ALONG THE SOUTH LINE OF LOTS 14, 13 AND 12, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 164.25 FEET; THENCE S01°35'07"W ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 35.99 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S87°46'34"E ALONG THE SOUTH LINE OF LOTS 12 AND 11, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" AND BEING ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 344.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, ALSO BEING THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S01°18'26"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 378.85 FEET; THENCE N87°46'34"W ALONG A LINE THAT IS PARALLEL WITH AND 378.80 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 345.90 FEET; THENCE S01°35'07"W, A DISTANCE OF 832.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. INTERSTATE I-70; THENCE N81°26'03"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 37.38 FEET; THENCE N69°12'33"W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 137.94 FEET; THENCE

S01°44'06"W, A DISTANCE OF 180.49 FEET TO A POINT ON THE CENTERLINE OF SAID U.S. INTERSTATE I-70; THENCE N81°26'03"W ALONG SAID CENTERLINE OF U.S. INTERSTATE I-70, A DISTANCE OF 818.40 FEET TO THE POINT OF BEGINNING.
THE DESIGNATED TIF-#2NE AREA DESCRIBED ABOVE CONTAINS 1,394,926 SQUARE FEET OR 32.0231 ACRES, MORE OR LESS.

FOR: CITY OF GRAIN VALLEY
ATTN: KEN MURPHY
CITY PLANNER
GRAIN VALLEY, MISSOURI 64029

BY:_____
ROLAND E. MCBRIDE, MO. PLS #2486
TRANSYSTEMS CORP., MO. LC #318
2400 PERSHING ROAD, SUITE 400
KANSAS CITY, MISSOURI 64108

AND

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

Exhibit 2

Redevelopment Area Map

(as expanded by this Amended TIF Plan)

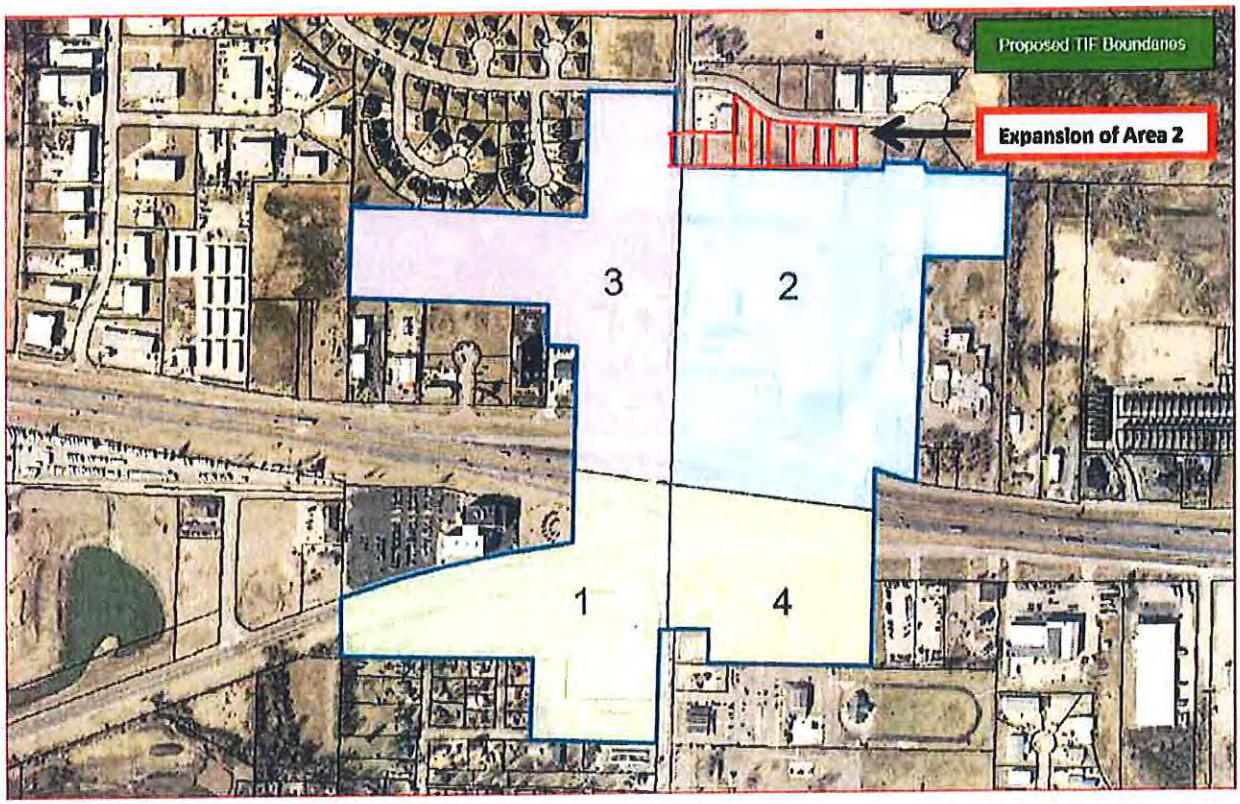

Exhibit 3A
Site Plan Map

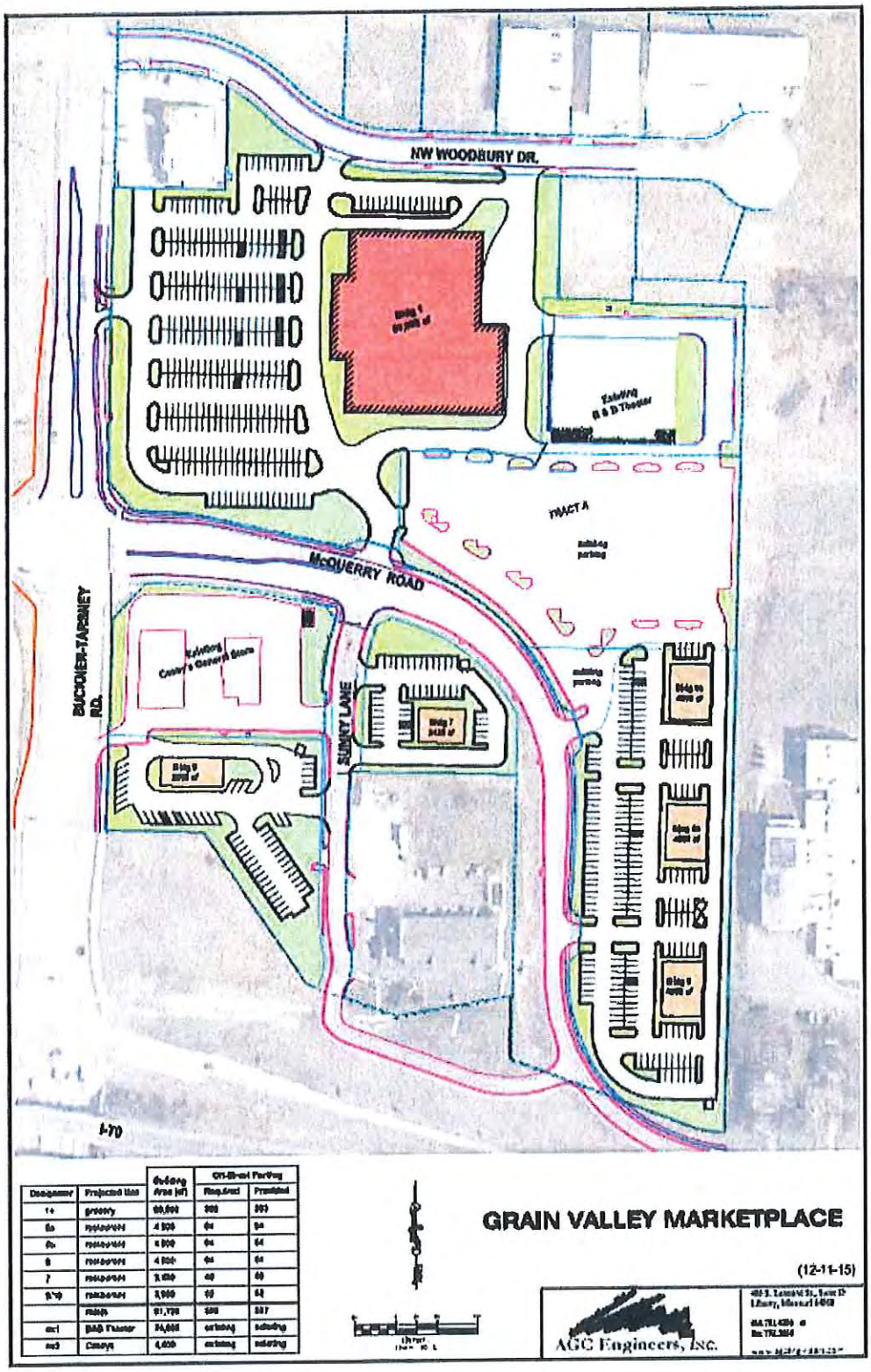

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Exhibit 5

Estimated Redevelopment Project Costs and

Reimbursable Project Costs for Redevelopment Project 2

Grain Valley Market Place Project Sources and Uses

Project Cost	Total	Projected TIF Reimbursed Costs	Developer Private Costs	Third Party Private Costs
Land Acquisition	**$2,680,000**	**$2,000,000**	**$680,000**	
Building Shell Costs	**$10,600,000**	**$1,500,000**	**$3,600,000**	**$5,500,000**
Site Construction Costs				
Unclassified Excavation	$350,000			
Embankment	$950,000			
Type 5 Base	$154,400			
Asphalt Pavement	$1,048,005			
Heavy Duty Pavement	$319,500			
Curb and Gutter	$233,168			
Storm Pipe	$134,200			
Existing Storm Removals	$10,000			
Roof Drains	$18,000			
Storm Manholes	$34,000			
Parking Lot Storm Inlets (CI)	$24,000			
Parking Lot Storm Inlets (AI)	$33,000			
Water Service Line	$2,760			
Water Service Bore	$725			
Water Main	$27,000			
Water Meter Vault	$3,500			
Fire Hydrant Assembly	$15,000			
Sanitary Service Line	$2,340			
Sampling Manhole	$3,000			
Grease Interceptor	$22,500			
Sidewalk ROW	$6,720			
Sidewalk	$77,616			

Retaining Walls	$88,000			
Underground Detention Breezeway	$64,000			
Detention Control Structures	$7,000			
Erosion Control Temporary	$75,500			
Seeding, Sodding	$8,800			
Parking Lot Pavement Marking	$33,400			
Landscaping and Irrigation	$166,000			
Parking Lot Lighting	$168,750			
Power Line Relocation	$360,000			
Dumpster Enclosures	$60,000			
Interior Signage (Stop and ADA)	$9,100			
SUBTOTALS	**$4,509,984**	**$1,250,000**	**$1,093,815**	**$2,166,169**

Furniture, Fixtures & Equipment	**$1,800,000**	**$0**	**$1,800,000**	**$0**

Hard Cost Contingency	**$755,499**	**$0**	**$372,191**	**$383,308**

Soft Costs				
Mobilization	$302,200	$0	$151,100	$151,100
Permits	$755,499	$0	$377,750	$377,750
Construction Staking	$100,000		$50,000	$50,000
Engineering Design	$755,499		$377,750	$377,750
Geo Tech	$302,200	$0	$151,100	$151,100
Commissions	$500,000		$400,000	$100,000
Legal & Accounting	$200,000		$100,000	$100,000
Architecture	$755,499		$377,750	$377,750
Soft Cost Contingency	$183,545	$0	$91,772	$91,772
SUBTOTALS	$3,854,442	**$0**	**$2,077,221**	**$1,777,221**

TOTAL PROJECT COSTS	**$24,199,925**	**$4,750,000**	**$9,623,227**	**$9,826,698**
		Projected TIF Reimbursed Costs	**Developer Private Costs**	**Third Party Private Costs**

TOTAL PROJECT COSTS W/ DEVELOPER'S SHARE OF NID COSTS	**$25,999,925**	**$6,550,000**	**$9,623,227**	**$9,826,698**
		Projected TIF Reimbursed Costs*	**Developer Private Costs**	**Third Party Private Costs**

*Projected TIF Reimbursed Costs (with NID costs) includes reimbursement of $1,800,000 in NID costs; however, a portion of the $1,800,000 in NID costs will be repaid with all available non-captured CID revenues.

** In addition to the Redevelopment Project Costs for Project 2 set forth above that are estimated to be incurred going forward, certain Redevelopment Project Costs set forth on Exhibit 4A to the Redevelopment Plan have been incurred prior to the adoption of this Amended TIF Plan. Of such costs, Two Million One Hundred Five Thousand Seven Hundred and Seventy-Three and No/100 Dollars ($2,105,773.00) have been paid for or reimbursed as Reimbursable Project Costs, plus interest, capitalized interest and Financing Costs and Seventy-Five Thousand and No/100 Dollars ($75,000.00) have been paid for or reimbursed as Reimbursable Project Costs to the City.

Exhibit 6B

Addendum to Existing Conditions Study

SEE ATTACHED

ADDENDUM TO ANALYSIS OF CONDITIONS REPRESENTING A BLIGHTED AREA

for the

GRAIN VALLEY MARKETPLACE TIF REDEVELOPMENT AREA

GRAIN VALLEY MARKETPLACE

TIF REDEVELOPMENT PLAN

January 8, 2016

Completed for the City of Grain Valley, Missouri

Tax Increment Financing Commission

Polsinelli PC

Development Analysis Department

ADDENDUM TO ANALYSIS OF

CONDITIONS REPRESENTING A BLIGHTED AREA

I. INTRODUCTION

The Grain Valley Marketplace Redevelopment Area (the "Redevelopment Area") was established as a Blighted Area by the Board of Aldermen of the City of Grain Valley, Missouri (the "City") on September 27, 2010 pursuant to the adoption of the Grain Valley Marketplace Redevelopment Plan ("Redevelopment Plan" or "TIF Plan"). The City is now considering adding additional property to the Redevelopment Area. Such additional property contributes to the blighted condition of the Redevelopment Area as a whole for the reasons described herein.

II. FACTUAL AND PROCEDURAL BACKGROUND

On September 27, 2010, the Board of Aldermen adopted Ordinance No. 2107, determining that the Redevelopment Project Areas (1 through 4 inclusive) constitute a Blighted Area. Based upon this conclusion the City approved the TIF Plan. The TIF Plan included an exhibit titled "Analysis of Conditions Representing a Blighted Area" (the "Original Blight Study"), which established that the Redevelopment Area was a blighted area according to the criteria set forth in the TIF Act. The Original Blight Study is incorporated here by reference as though set forth in full.

On December 9, 2013, the Board of Aldermen adopted an amendment to the TIF Plan (the "First Amendment") which altered the boundaries of Redevelopment Project Area 1 by splitting it into Redevelopment Project Area 1A and Redevelopment Project Area 1B, adjusted the exterior boundaries of the Redevelopment Area, and activated tax increment allocation financing for Redevelopment Project Area 1A.

III. ADDITION TO BLIGHTED AREA

Section 99.805(1) of the TIF Act describes a "blighted area" as an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete

platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

The City is now considering the Second Amendment to the TIF Plan (the "Second Amendment"), which proposes, among other components, to amend the boundaries of Redevelopment Project Area 2 and correspondingly amend the boundaries of the Redevelopment Area. Such amendment will add property to the Redevelopment Area which is situated directly north of Redevelopment Project Area 2 (the "Additional Property"), as legally described on Exhibit A and as depicted on Exhibit B.

The Additional Property contributes to the blighted condition of the Redevelopment Area as a whole. The Additional Property is directly related to the original Redevelopment Area in geographic proximity, character, and impact from the blighting factors described in the Original Blight Study. In addition, the Additional Property suffers from obsolete platting which has contributed to the lack of economic growth of the area resulting in an economic liability to the City.

IV. PREDOMINANCE OF BLIGHT

The Additional Property is geographically proximate to the original Redevelopment Area and is impacted by the blight factors described in the Original Blight Study. The Additional Property also contributes an additional component of blight due to its obsolete platting.

The Additional Property has experienced substantial development stagnation. The Additional Property was platted (along with additional adjacent property) by the City in September 2003 for development as a business and office park called the "Breezeway Exclusive Business Park" ("Breezeway"). Breezeway was anticipated to be composed of 20 lots, 3 fronting Buckner Tarsney Road zoned commercial and 15 lots extending east zoned for light industrial use. More than a decade later, minimal development within the business park has occurred, which has precluded the anticipated economic growth, job creation, and enhanced tax base associated with Breezeway.

Given Breezeway's failed development concept, the Breezeway plat of the Additional Property is obsolete. The obsolete and undeveloped platted lots on the Additional Property represent a liability to the economic vitality of the City. As established by the Original Blight Study for the Redevelopment Area as a whole, the Additional Property suffers from lack of investment and economic underutilization. As documented in the City's Comprehensive Plan, the City suffers from a lack of sufficient commercial development, the result of which is less than desirable property and economic activity tax revenues.

The Redevelopment Area and the Additional Property are located at a critical intersection within the City for purposes of commercial development. The ongoing underutilization due to blight factors set forth in the Original Blight Study and the obsolete platting discussed above serve only to suppress the tax base available for public services. These issues also exacerbate the City's long-time concerns about the lack of sufficient commercial uses for its residents and absence of corresponding job creation. As established in the Original Blight Study, without comprehensive redevelopment of the Redevelopment Area (including the Additional Property), the physical condition of the property will continue to remain unproductive.

V. CONCLUSION

The Additional Area contributes to the blighted condition of the Redevelopment Area as a whole. In addition to the impacts of the other blight factors set forth in the Original Blight Study, the Additional Area's obsolete platting, which has kept the Additional Property undeveloped and underutilized, creates an economic liability to the City. As a result, the Additional Area and the Redevelopment Area as a whole qualify as blighted area pursuant to the TIF Act.

Exhibit A

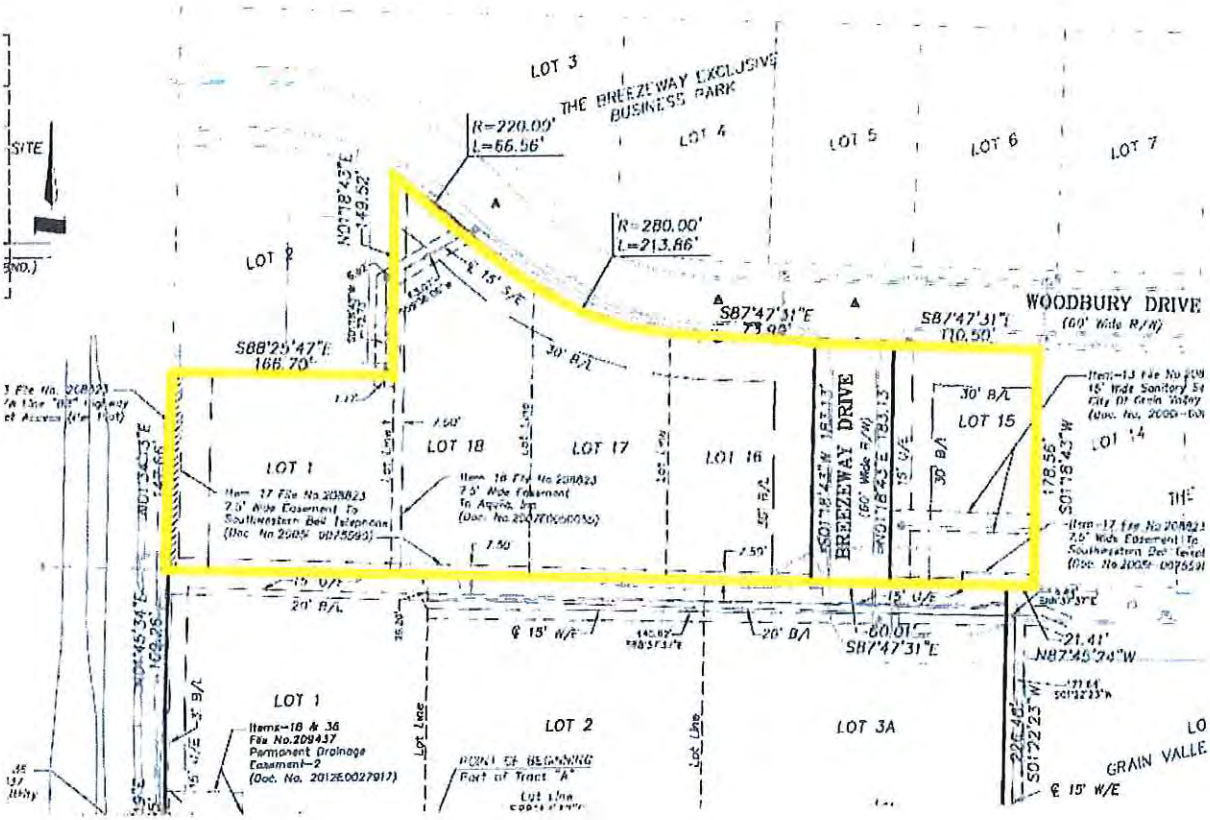
Legal Description of Additional Area

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

Exhibit B

Depiction of Additional Area and Redevelopment Area

ADDITIONAL AREA



REDEVELOPMENT AREA (INCLUDING ADDITIONAL AREA)

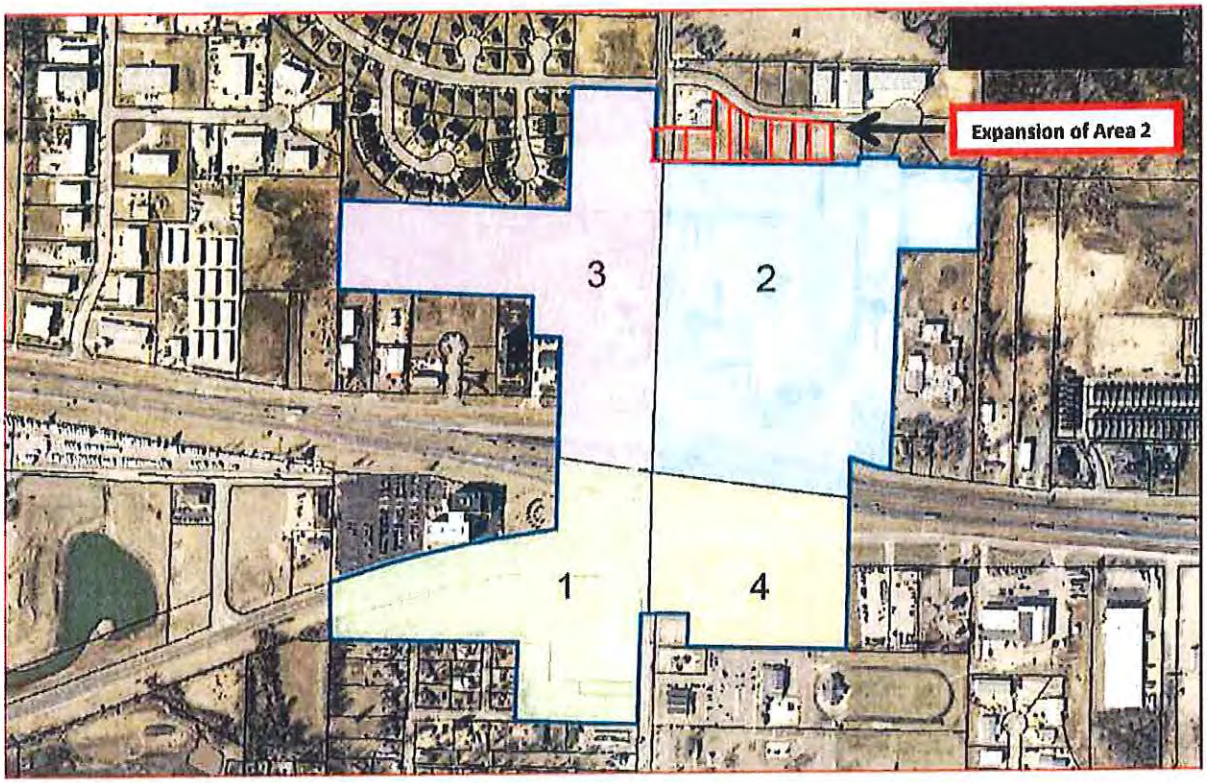


Exhibit 7A

Commitment to Finance – Redevelopment Project 2

BANK LIBERTY 9200 N.E. Barry Road • Kansas City, MO 64157-1209 • 816.407.9200 • bankliberty kc.com

7 January 2016

Mr. Curtis J Petersen
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

Dear Mr. Petersen:

Star Development Corporation (and its affiliates, including Timothy D. Harris and Star Acquisitions, LLC) has a longstanding relationship with BankLiberty and this Loan Officer, which has included financing for numerous substantial projects spanning roughly the past fifteen years.

We are familiar with Tax Increment Financing and Community Improvement District financing, and have provided loans to projects relying on such financing before. We are also familiar with the general site plan and general financing requirements for the project to be located along I-70 and South Buckner Tarsney Road in Grain Valley, Missouri.

The Bank would be willing to finance this project, subject to the usual underwriting, caveats, Loan Committee and Board approval. Should there be any questions or need for additional information, please do not hesitate to contact me at 816-447-3471.

Respectfully,

Robert Parks
Market President

Exhibit 8A
Revenue Projections
Project Area 2

2015 Ad Valorem Levy Rates Subject to TIF			
Taxing District	*Rate*	*Captured*	
Grain Valley RS School District	5.4612%	5.4612%	53%
City of Grain Valley	1.7294%	1.7294%	17%
Central Jackson County Fire	1.1731%	0.5804%	11%
Jackson County	0.4956%	0.4956%	5%
Jackson County Disabled/Mental Health	0.1936%	0.1936%	2%
Library	0.3146%	0.3146%	3%
Missouri Blind Pension (not subject to TIF capture)	0.0300%	0.0000%	0%
M&M Replacement Tax (not subject to TIF capture)	0.9300%	0.0000%	9%
TOTAL	10.3275%	8.7748%	100%

2015 Sales Tax Rates Subject to TIF		
Taxing District	*Rate*	*After 4/2018*
Jackson County	0.750%	0.500%
County - CJCFPD	0.500%	0.500%
County - stadium	0.375%	0.375%
City - General Tax	1.000%	1.000%
City - Cap Improv Tax	0.500%	0.500%
City - Parks & Rec	0.500%	0.500%
City - Transportation Tax	0.500%	0.500%
Zoo Tax	0.125%	0.125%
State	4.225%	4.225%
CID	1.000%	1.000%
*ELIGIBLE^*	4.875%	4.625%
TOTAL CAPTURED (50%)	2.4375%	2.3125%

^TIF does not capture stadium or state sales tax

PILOTs ASSUMPTIONS			
Market Value After Redevelopment		$	11,495,250
Assessed Value @	32%	$	3,678,480
Biennial Growth			2.0%
Base Assessed Value		$	657,636

EATs ASSUMPTIONS		
Gross Taxable Sales	$	26,939,000
Base Taxable Sales	$	542,315
Projected Increment subject to capture by TIF	$	26,396,685
Annual Growth (after stabilization)		1.50%

CID ASSUMPTIONS	
CID Retail Sales Tax	1.00%

ANNUAL GROWTH			
TIF Year	Calendar Year	Assessed Value	Taxable Sales
1	2011		
2	2012		
3	2013		
4	2014		
5	2015		
6	2016		
7	2017	1,958,400	23,540,000
8	2018	2,551,728	26,122,100
9	2019	2,883,563	27,683,932
10	2020	2,883,563	28,099,190
11	2021	2,941,234	28,520,678
12	2022	2,941,234	28,948,489
13	2023	3,000,058	29,382,716
14	2024	3,000,058	29,823,457
15	2025	3,060,060	30,270,808
16	2026	3,060,060	30,724,871
17	2027	3,121,261	31,185,744
18	2028	3,121,261	31,653,530
19	2029	3,183,686	32,128,333
20	2030	3,183,686	32,610,258
21	2031	3,247,360	33,099,412
22	2032	3,247,360	33,595,903
23	2033	3,312,307	34,099,841

TIF REVENUES				
Year	PILOTs	EATs	CID (TIF Captured)	TOTAL
2011	-	-	-	-
2012	-	-	-	-
2013	-	14,561	6,048	20,608
2014	-	41,903	12,447	54,350
2015	50,040	66,304	20,500	136,844
2016	50,040	66,304	20,500	136,844
2017	51,041	432,213	114,169	597,423
2018	112,997	457,478	126,692	697,168
2019	164,540	477,184	134,267	775,990
2020	193,366	484,484	136,281	814,132
2021	193,366	491,895	138,325	823,586
2022	198,376	499,416	140,400	838,192
2023	198,376	507,050	142,506	847,933
2024	203,486	514,799	144,644	862,929
2025	203,486	522,664	146,813	872,964
2026	208,699	530,647	149,016	888,361
2027	208,699	538,750	151,251	898,699
2028	214,015	546,974	153,520	914,509
2029	214,015	555,322	155,822	925,159
2030	219,438	563,795	158,160	941,392
2031	219,438	572,394	160,532	952,365
2032	224,969	581,123	162,940	969,033
2033	224,969	589,983	165,384	980,337
TOTAL	$ 3,319,825	$ 8,783,586	$ 2,464,011	$ 14,948,819

Note: PILOTS Projections reflect timing of Developer's anticipated receipt of revenues (i.e. PILOTS collected Q4 any given year received Q1 the following year)

Note: Sales Taxes reduced by 3% (1% State Fee + 2% Early Payment); PILOTS reduced by 1%

CID REVENUES
TOTAL (Non-TIF Captured)
-
-
6,048
12,447
20,500
20,500
114,169
126,692
134,267
136,281
138,325
140,400
142,506
144,644
146,813
149,016
151,251
153,520
155,822
158,160
160,532
162,940
165,384
$ 2,464,011

BASE ASSESSED VALUE (BEFORE DEVELOPMENT OF THE PROJECT)

BASE MARKET VALUE	$2,056,229
BASE ASSESSED VALUE	$657,636

PROJECTED ASSSESSED VALUE AND SALES REVENUE (AFTER DEVELOPMENT OF THE PROJECT)

AD VALOREM ASSUMPTIONS

TOTAL APPRAISED VALUE	$11,495,250
TOTAL ASSESSED VALUE	$3,678,480

SALES

BASE SALES	$542,315

Projected Sales:	SF	Sales / SF	Total Sales	Sales Begin	Pad Sale	Pad Sale Year
Grocery Store	60,000	$ 300	$ 18,000,000	2017		
B&B Theatre	24,000	$ 75	$ 1,800,000	2013		
5A Rest	4,800	$ 300	$ 1,440,000	2017	$ 500,000	2016
5B Rest	4,800	$ 250	$ 1,200,000	2017	$ 800,000	2016
6 Rest	4,800	$ 250	$ 1,200,000	2018	$ 800,000	2017
7 Rest	3,430	$ 300	$ 1,029,000	2018	$ 500,000	2017
8 Caseys	4,400	$ 250	$ 1,100,000	2013		
9 Rest	3,900	$ 300	$ 1,170,000	2019	$ 500,000	2018
Existing Hotel	NA	NA	NA			
TOTALS	110,130		$ 26,939,000		$ 3,100,000	

TIF REVENUE PROJECTIONS

		TIF CAPTURED R/P TAX LEVY	0.0877475
NPV DISCOUNT RATE	6.00%	ANNUAL SALES GROWTH	1.50%
		BIENNIAL R/P GROWTH	2.00%

BASE ASSESSED VALUATION

Parcel	Acres	Appraised Value	Assessed Value
Original Redevelopment Area 2		$ 2,054,444	$ 657,422
Additional land (2016)		$ 1,785	$ 214
TOTAL:		**$ 2,056,229**	**$ 657,636**

ESTIMATED POST-CONSTRUCTION ASSESSED VALUATION

	SF	Appraised Value PSF	Appraised Value	Assessed Value	Placed on Tax Rolls
Grocery Store	60,000	$ 70.00	$ 4,200,000	$ 1,344,000	2017
B&B Theatre	24,000	$ 96.46	$ 2,315,000	$ 740,800	2014
5A Rest	4,800	$ 200.00	$ 960,000	$ 307,200	2017
5B Rest	4,800	$ 200.00	$ 960,000	$ 307,200	2017
6 Rest	4,800	$ 200.00	$ 960,000	$ 307,200	2018
7 Rest	3,430	$ 225.00	$ 771,750	$ 246,960	2018
8 Caseys	4,400	$ 102.50	$ 451,000	$ 144,320	2014
9 Rest	3,900	$ 225.00	$ 877,500	$ 280,800	2019
Existing Hotel	NA	NA	NA	NA	NA
TOTAL:	**110,130**		**$ 11,495,250**	**$ 3,678,480**	

Assessment Rates

Commercial 32.00%

Square feet to be built 81,730

Exhibit 11A

Cost-Benefit Analysis

Project Area 2

SEE ATTACHED

GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
SUMMARY - COST BENEFIT ANALYSIS

Taxing Jurisdiction	New Real Property Tax	New Sales Tax	Total Benefit	Net Present Value*
Grain Valley R5 School District	$ -	$ -	$ -	$ -
City of Grain Valley	$ -	$ 6,278,374	$ 6,278,374	$ 2,658,292
Central Jackson County Fire	$ 231,787	$ -	$ 231,787	$ 122,999
Jackson County	$ -	$ 4,394,862	$ 4,394,862	$ 1,860,804
Jackson County Disabled/Mental Health	$ -	$ -	$ -	$ -
Library	$ -	$ -	$ -	$ -
Zoo	$ -	$ 313,919	$ 313,919	$ 132,915
Missouri Blind Pension	$ 11,859	$ -	$ 11,859	$ 2,427
M&M Replacement Tax	$ 367,629	$ -	$ 367,629	$ 154,559
State	$ -	$ 21,220,903	$ 21,220,903	$ 8,985,027
TOTAL:	**$ 611,275**	**$ 32,208,058**	**$ 32,819,333**	**$ 13,917,024**

*Net Present Value discount rate is 6%

GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (SCHOOL DISTRICT)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT AD VALOREM TAXES	WITHOUT REDEVELOPMENT AD VALOREM TAXES
1	2011	$ 35,903	$ 35,903
2	2012	$ 35,903	$ 35,903
3	2013	$ 35,903	$ 35,903
4	2014	$ 35,903	$ 35,903
5	2015	$ 35,903	$ 35,903
6	2016	$ 35,915	$ 35,915
7	2017	$ 35,915	$ 35,915
8	2018	$ 35,915	$ 35,915
9	2019	$ 35,915	$ 35,915
10	2020	$ 35,915	$ 35,915
11	2021	$ 35,915	$ 35,915
12	2022	$ 35,915	$ 35,915
13	2023	$ 35,915	$ 35,915
14	2024	$ 35,915	$ 35,915
15	2025	$ 35,915	$ 35,915
16	2026	$ 35,915	$ 35,915
17	2027	$ 35,915	$ 35,915
18	2028	$ 35,915	$ 35,915
19	2029	$ 35,915	$ 35,915
20	2030	$ 35,915	$ 35,915
21	2031	$ 35,915	$ 35,915
22	2032	$ 35,915	$ 35,915
23	2033	$ 35,915	$ 35,915
TOTAL		$ 825,982	$ 825,982
NPV		$441,824	$441,824

		Real Property Taxes
Benefit to Taxing Jurisdiction	$	-
Net Present Value	$	-

GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (CITY OF GRAIN VALLEY)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT			WITHOUT REDEVELOPMENT			
		AD VALOREM TAXES	SALES TAX	TOTAL BENEFIT	AD VALOREM TAXES	SALES TAX	TOTAL BENEFIT	
1	2011	$ 11,369	$ 13,558	$ 24,927	$ 11,369	$ 13,558	$ 24,927	
2	2012	$ 11,369	$ 13,558	$ 24,927	$ 11,369	$ 13,558	$ 24,927	
3	2013	$ 11,369	$ 13,558	$ 24,927	$ 11,369	$ 13,558	$ 24,927	
4	2014	$ 11,369	$ 13,558	$ 24,927	$ 11,369	$ 13,558	$ 24,927	
5	2015	$ 11,369	$ 13,558	$ 24,927	$ 11,369	$ 13,558	$ 24,927	
6	2016	$ 11,373	$ 13,558	$ 24,931	$ 11,373	$ 13,558	$ 24,931	Expand Redevelopment Area 2
7	2017	$ 11,373	$ 301,029	$ 312,402	$ 11,373	$ 13,558	$ 24,931	
8	2018	$ 11,373	$ 333,305	$ 344,678	$ 11,373	$ 13,558	$ 24,931	
9	2019	$ 11,373	$ 352,828	$ 364,201	$ 11,373	$ 13,558	$ 24,931	
10	2020	$ 11,373	$ 358,019	$ 369,392	$ 11,373	$ 13,558	$ 24,931	
11	2021	$ 11,373	$ 363,287	$ 374,661	$ 11,373	$ 13,558	$ 24,931	
12	2022	$ 11,373	$ 368,635	$ 380,008	$ 11,373	$ 13,558	$ 24,931	
13	2023	$ 11,373	$ 374,063	$ 385,436	$ 11,373	$ 13,558	$ 24,931	
14	2024	$ 11,373	$ 379,572	$ 390,945	$ 11,373	$ 13,558	$ 24,931	
15	2025	$ 11,373	$ 385,164	$ 396,537	$ 11,373	$ 13,558	$ 24,931	
16	2026	$ 11,373	$ 390,840	$ 402,213	$ 11,373	$ 13,558	$ 24,931	
17	2027	$ 11,373	$ 396,601	$ 407,974	$ 11,373	$ 13,558	$ 24,931	
18	2028	$ 11,373	$ 402,448	$ 413,821	$ 11,373	$ 13,558	$ 24,931	
19	2029	$ 11,373	$ 408,383	$ 419,756	$ 11,373	$ 13,558	$ 24,931	
20	2030	$ 11,373	$ 414,407	$ 425,780	$ 11,373	$ 13,558	$ 24,931	
21	2031	$ 11,373	$ 420,522	$ 431,895	$ 11,373	$ 13,558	$ 24,931	
22	2032	$ 11,373	$ 426,728	$ 438,101	$ 11,373	$ 13,558	$ 24,931	
23	2033	$ 11,373	$ 433,027	$ 444,400	$ 11,373	$ 13,558	$ 24,931	
TOTAL		$ 261,564	$ 6,590,205	$ 6,851,769	$ 261,564	$ 311,831	$ 573,395	
NPV		$139,913	$2,825,100	$2,965,012	$139,913	$166,808	$306,720	

	Real Property Taxes	Sales Taxes	Total Taxes
Benefit to Taxing Jurisdiction	$ -	$ 6,278,374	$ 6,278,374
Net Present Value	$ -	$ 2,658,292	$ 2,658,292

GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (CENTRAL JACKSON COUNTY FIRE)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT AD VALOREM TAXES	WITHOUT REDEVELOPMENT AD VALOREM TAXES
1	2011	$ 7,712	$ 7,712
2	2012	$ 7,712	$ 7,712
3	2013	$ 7,712	$ 7,712
4	2014	$ 7,712	$ 7,712
5	2015	$ 7,712	$ 7,712
6	2016	$ 7,715	$ 7,715
7	2017	$ 15,344	$ 7,715
8	2018	$ 18,825	$ 7,715
9	2019	$ 20,771	$ 7,715
10	2020	$ 20,771	$ 7,715
11	2021	$ 21,109	$ 7,715
12	2022	$ 21,109	$ 7,715
13	2023	$ 21,454	$ 7,715
14	2024	$ 21,454	$ 7,715
15	2025	$ 21,806	$ 7,715
16	2026	$ 21,806	$ 7,715
17	2027	$ 22,165	$ 7,715
18	2028	$ 22,165	$ 7,715
19	2029	$ 22,531	$ 7,715
20	2030	$ 22,531	$ 7,715
21	2031	$ 22,905	$ 7,715
22	2032	$ 22,905	$ 7,715
23	2033	$ 23,286	$ 7,715
TOTAL		**$ 378,365**	**$ 146,577**
NPV		**$209,079**	**$86,079**

		Real Property Taxes
Benefit to Taxing Jurisdiction	**$**	**231,787**
Net Present Value	$	122,999

GRAIN VALLEY, MISSOURI
TAX INCREMENTAL FINANCING PLAN
COST BENEFIT ANALYSIS (JACKSON COUNTY)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT			WITHOUT REDEVELOPMENT		
		AD VALOREM TAXES	SALES TAX	TOTAL BENEFIT	AD VALOREM TAXES	SALES TAX	TOTAL BENEFIT
1	2011	$ 3,258	$ 8,813	$ 12,071	$ 3,258	$ 8,813	$ 12,071
2	2012	$ 3,258	$ 8,813	$ 12,071	$ 3,258	$ 8,813	$ 12,071
3	2013	$ 3,258	$ 8,813	$ 12,071	$ 3,258	$ 8,813	$ 12,071
4	2014	$ 3,258	$ 8,813	$ 12,071	$ 3,258	$ 8,813	$ 12,071
5	2015	$ 3,258	$ 8,813	$ 12,071	$ 3,258	$ 8,813	$ 12,071
6	2016	$ 3,259	$ 8,813	$ 12,072	$ 3,259	$ 8,813	$ 12,072
7	2017	$ 3,259	$ 208,687	$ 211,946	$ 3,259	$ 7,457	$ 10,716
8	2018	$ 3,259	$ 231,280	$ 234,539	$ 3,259	$ 7,457	$ 10,716
9	2019	$ 3,259	$ 244,946	$ 248,205	$ 3,259	$ 7,457	$ 10,716
10	2020	$ 3,259	$ 248,579	$ 251,839	$ 3,259	$ 7,457	$ 10,716
11	2021	$ 3,259	$ 252,268	$ 255,527	$ 3,259	$ 7,457	$ 10,716
12	2022	$ 3,259	$ 256,011	$ 259,270	$ 3,259	$ 7,457	$ 10,716
13	2023	$ 3,259	$ 259,810	$ 263,070	$ 3,259	$ 7,457	$ 10,716
14	2024	$ 3,259	$ 263,667	$ 266,926	$ 3,259	$ 7,457	$ 10,716
15	2025	$ 3,259	$ 267,581	$ 270,840	$ 3,259	$ 7,457	$ 10,716
16	2026	$ 3,259	$ 271,554	$ 274,813	$ 3,259	$ 7,457	$ 10,716
17	2027	$ 3,259	$ 275,587	$ 278,846	$ 3,259	$ 7,457	$ 10,716
18	2028	$ 3,259	$ 279,680	$ 282,939	$ 3,259	$ 7,457	$ 10,716
19	2029	$ 3,259	$ 283,834	$ 287,094	$ 3,259	$ 7,457	$ 10,716
20	2030	$ 3,259	$ 288,051	$ 291,311	$ 3,259	$ 7,457	$ 10,716
21	2031	$ 3,259	$ 292,331	$ 295,591	$ 3,259	$ 7,457	$ 10,716
22	2032	$ 3,259	$ 296,676	$ 299,935	$ 3,259	$ 7,457	$ 10,716
23	2033	$ 3,259	$ 301,085	$ 304,344	$ 3,259	$ 7,457	$ 10,716
TOTAL		$ 74,957	$ 4,574,504	$ 4,649,461	$ 74,957	$ 179,642	$ 254,599
NPV		$40,095	$1,959,216	$1,999,311	$40,095	$98,411	$138,506

		Real Property Taxes	Sales Taxes	Total Taxes
Benefit to Taxing Jurisdiction		**$ -**	**$ 4,394,862**	**$ 4,394,862**
	Net Present Value	$ -	$ 1,860,804	$ 1,860,804

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GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (COUNTY DISABLED/MENTAL HEALTH)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT AD VALOREM TAXES	WITHOUT REDEVELOPMENT AD VALOREM TAXES
1	2011	$ 1,273	$ 1,273
2	2012	$ 1,273	$ 1,273
3	2013	$ 1,273	$ 1,273
4	2014	$ 1,273	$ 1,273
5	2015	$ 1,273	$ 1,273
6	2016	$ 1,273	$ 1,273
7	2017	$ 1,273	$ 1,273
8	2018	$ 1,273	$ 1,273
9	2019	$ 1,273	$ 1,273
10	2020	$ 1,273	$ 1,273
11	2021	$ 1,273	$ 1,273
12	2022	$ 1,273	$ 1,273
13	2023	$ 1,273	$ 1,273
14	2024	$ 1,273	$ 1,273
15	2025	$ 1,273	$ 1,273
16	2026	$ 1,273	$ 1,273
17	2027	$ 1,273	$ 1,273
18	2028	$ 1,273	$ 1,273
19	2029	$ 1,273	$ 1,273
20	2030	$ 1,273	$ 1,273
21	2031	$ 1,273	$ 1,273
22	2032	$ 1,273	$ 1,273
23	2033	$ 1,273	$ 1,273
TOTAL		$ 29,281	$ 29,281
NPV		$15,663	$15,663

		Real Property Taxes
Benefit to Taxing Jurisdiction	$	-
Net Present Value	$	-

GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (LIBRARY)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT AD VALOREM TAXES	WITHOUT REDEVELOPMENT AD VALOREM TAXES
1	2011	$ 2,068	$ 2,068
2	2012	$ 2,068	$ 2,068
3	2013	$ 2,068	$ 2,068
4	2014	$ 2,068	$ 2,068
5	2015	$ 2,068	$ 2,068
6	2016	$ 2,069	$ 2,069
7	2017	$ 2,069	$ 2,069
8	2018	$ 2,069	$ 2,069
9	2019	$ 2,069	$ 2,069
10	2020	$ 2,069	$ 2,069
11	2021	$ 2,069	$ 2,069
12	2022	$ 2,069	$ 2,069
13	2023	$ 2,069	$ 2,069
14	2024	$ 2,069	$ 2,069
15	2025	$ 2,069	$ 2,069
16	2026	$ 2,069	$ 2,069
17	2027	$ 2,069	$ 2,069
18	2028	$ 2,069	$ 2,069
19	2029	$ 2,069	$ 2,069
20	2030	$ 2,069	$ 2,069
21	2031	$ 2,069	$ 2,069
22	2032	$ 2,069	$ 2,069
23	2033	$ 2,069	$ 2,069
TOTAL		$ 47,582	$ 47,582
NPV		$25,452	$25,452

		Real Property Taxes
Benefit to Taxing Jurisdiction	$	-
Net Present Value	$	-

GRAIN VAL' MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (ZOO)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT	WITHOUT REDEVELOPMENT	
		SALES TAX	SALES TAX	
1	2011	$ -	$ -	zoo tax not levied until 2012
2	2012	$ 678	$ 678	
3	2013	$ 678	$ 678	
4	2014	$ 678	$ 678	
5	2015	$ 678	$ 678	
6	2016	$ 678	$ 678	Expand Redevelopment Area 2
7	2017	$ 15,051	$ 678	
8	2018	$ 16,665	$ 678	
9	2019	$ 17,641	$ 678	
10	2020	$ 17,901	$ 678	
11	2021	$ 18,164	$ 678	
12	2022	$ 18,432	$ 678	
13	2023	$ 18,703	$ 678	
14	2024	$ 18,979	$ 678	
15	2025	$ 19,258	$ 678	
16	2026	$ 19,542	$ 678	
17	2027	$ 19,830	$ 678	
18	2028	$ 20,122	$ 678	
19	2029	$ 20,419	$ 678	
20	2030	$ 20,720	$ 678	
21	2031	$ 21,026	$ 678	
22	2032	$ 21,336	$ 678	
23	2033	$ 21,651	$ 678	
TOTAL		$ 328,832	$ 14,914	
NPV		$140,615	$7,701	

		Sales Taxes
Benefit to Taxing Jurisdiction	**$**	**313,919**
Net Present Value		**$132,915**

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GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (MO BLIND PENSION)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT AD VALOREM TAXES	WITHOUT REDEVELOPMENT AD VALOREM TAXES
1	2011	$ 197	$ 197
2	2012	$ 197	$ 197
3	2013	$ 197	$ 197
4	2014	$ 197	$ 197
5	2015	$ 197	$ 197
6	2016	$ 201	$ 197
7	2017	$ 588	$ 197
8	2018	$ 766	$ 197
9	2019	$ 865	$ 197
10	2020	$ 865	$ 197
11	2021	$ 882	$ 197
12	2022	$ 882	$ 197
13	2023	$ 900	$ 197
14	2024	$ 900	$ 197
15	2025	$ 918	$ 197
16	2026	$ 918	$ 197
17	2027	$ 936	$ 197
18	2028	$ 936	$ 197
19	2029	$ 955	$ 197
20	2030	$ 955	$ 197
21	2031	$ 974	$ 197
22	2032	$ 974	$ 197
23	2033	$ 994	$ 197
TOTAL		$ 16,396	$ 4,537
NPV		$7,413	$2,427

		Real Property Taxes
Benefit to Taxing Jurisdiction	**$**	**11,859**
Net Present Value	$	4,986

GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (REPLACEMENT TAX)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT AD VALOREM TAXES	WITHOUT REDEVELOPMENT AD VALOREM TAXES
1	2011	$ 6,114	$ 6,114
2	2012	$ 6,114	$ 6,114
3	2013	$ 6,114	$ 6,114
4	2014	$ 6,114	$ 6,114
5	2015	$ 6,114	$ 6,114
6	2016	$ 6,236	$ 6,116
7	2017	$ 18,213	$ 6,116
8	2018	$ 23,731	$ 6,116
9	2019	$ 26,817	$ 6,116
10	2020	$ 26,817	$ 6,116
11	2021	$ 27,353	$ 6,116
12	2022	$ 27,353	$ 6,116
13	2023	$ 27,901	$ 6,116
14	2024	$ 27,901	$ 6,116
15	2025	$ 28,459	$ 6,116
16	2026	$ 28,459	$ 6,116
17	2027	$ 29,028	$ 6,116
18	2028	$ 29,028	$ 6,116
19	2029	$ 29,608	$ 6,116
20	2030	$ 29,608	$ 6,116
21	2031	$ 30,200	$ 6,116
22	2032	$ 30,200	$ 6,116
23	2033	$ 30,804	$ 6,116
TOTAL		$ 508,287	$ 140,658
NPV		$229,799	$75,239

		Real Property Taxes
Benefit to Taxing Jurisdiction	$	**367,629**
Net Present Value	$	154,559

GRAIN VALLEY, MISSOURI
TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS (STATE OF MISSOURI)

TIF YEAR	CALENDAR YEAR	WITH REDEVELOPMENT SALES TAXES	WITHOUT REDEVELOPMENT SALES TAXES
1	2011	$ 22,913	$ 22,913
2	2012	$ 22,913	$ 22,913
3	2013	$ 22,913	$ 22,913
4	2014	$ 22,913	$ 22,913
5	2015	$ 22,913	$ 22,913
6	2016	$ 22,913	$ 22,913
7	2017	$ 994,565	$ 22,913
8	2018	$ 1,103,659	$ 22,913
9	2019	$ 1,169,646	$ 22,913
10	2020	$ 1,187,191	$ 22,913
11	2021	$ 1,204,999	$ 22,913
12	2022	$ 1,223,074	$ 22,913
13	2023	$ 1,241,420	$ 22,913
14	2024	$ 1,260,041	$ 22,913
15	2025	$ 1,278,942	$ 22,913
16	2026	$ 1,298,126	$ 22,913
17	2027	$ 1,317,598	$ 22,913
18	2028	$ 1,337,362	$ 22,913
19	2029	$ 1,357,422	$ 22,913
20	2030	$ 1,377,783	$ 22,913
21	2031	$ 1,398,450	$ 22,913
22	2032	$ 1,419,427	$ 22,913
23	2033	$ 1,440,718	$ 22,913
TOTAL		$ 21,747,898	$ 526,995
NPV		$9,266,932	$281,905

		Real Property Taxes
Benefit to Taxing Jurisdiction	$	**21,220,903**
Net Present Value	$	8,985,027

Exhibit 12A

Developer Affidavit-STAR Acquisitions, Inc.

Project Area 2

AFFIDAVIT

STATE OF Missouri)

) **SS**

COUNTY OF Clay)

COMES NOW, Timothy D. Harris, and being first duly sworn, on his oath states:

1. I am over the age of eighteen (18) and competent to testify to the following matters of my own knowledge and belief and am duly authorized to testify on behalf of STAR Acquisitions, Inc., a Missouri corporation.

2. I am an agent for, and President of, STAR Acquisitions, Inc., and am providing this Affidavit on behalf of STAR Acquisitions, Inc.

3. STAR Acquisitions, Inc. is the proposed developer for the redevelopment project described in the Tax Increment Financing Plan ("TIF Plan") relating to the development of real property generally located in the northeast quadrant of the intersection of Interstate 70 and South Buckner Tarsney Road in Grain Valley, Missouri. The conditions, which evidence Redevelopment Project Area 2 (as legally described in the TIF Plan) is a blighted area, are detailed in the TIF Plan.

4. In my opinion, Redevelopment Project Area 2 on a whole is a "blighted area" as that term is defined in the TIF Plan, and has not been subject to significant growth and development through investment by private enterprise in a way that allows such real property to achieve its highest and best use.

5. Redevelopment Project Area 2 would not reasonably be anticipated to be sufficiently developed as proposed without the adoption of tax increment financing due to the substantial cost to ameliorate the conditions which make such real property a blighted area.

6. STAR Acquisitions, Inc. will not and could not reasonably be expected to develop the subject property as proposed without the adoption of the proposed TIF Plan.

7. To my knowledge the TIF Plan meets the requirements of Section 99.810 of the Real Property Tax Increment Allocation Redevelopment Act, Revised Statutes of Missouri.

No further text on this page

By: _____
Name: Timothy D. Harris
Title: President
Title: STAR Acquisitions, Inc.

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 7 day of ~~December~~ January, 2016.

My Commission Expires: 10/2/2018 Printed Name: JONNA S. VILLERS

SEAL

JONNA S. VILLERS
Notary Public - Notary Seal
State of Missouri, Clay County
Commission # 14488938
My Commission Expires Oct 2, 2018

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REVISION – MARCH 7, 2016

GRAIN VALLEY MARKETPLACE

(Project 2)

TAX INCREMENT FINANCING PLAN

A SECOND AMENDMENT TO

THE GRAIN VALLEY MARKETPLACE TAX INCREMENT PLAN

Grain Valley, Missouri

REVISION: MARCH 7, 2016

Prepared By:

Polsinelli PC on behalf of STAR Acquisitions, Inc.

Submitted to:

The City of Grain Valley TIF Commission

January 8, 2016

REVISION -- MARCH 7, 2016

SECOND AMENDMENT
TO THE GRAIN VALLEY MARKETPLACE
TAX INCREMENT FINANCING PLAN

(PROJECT 2)

- The Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan (the "Second Amendment") was filed with the City of Grain Valley TIF Commission (the "TIF Commission") on or about January 8, 2016.

- On February 29, 2016, the TIF Commission conducted a public hearing pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq*., RSMo (the "TIF Act") to consider the Second Amendment and unanimously recommended the Second Amendment to the Grain Valley Board of Aldermen (the "Board").

- Based on ongoing refinement of Redevelopment Project 2 (as defined in the Second Amendment) by STAR Acquisitions, Inc.'s ("Developer") architect and engineer, recent increases in construction costs, and Developer's recent experience on similar projects, Developer's cost estimate for the grocery store site work and shell construction costs has increased by approximately five percent (5%). Such estimated increase, in conjunction with cost increases for design, permits, contingency, and other soft costs that are calculated as a percentage of hard costs, yields additional estimated Redevelopment Project Costs for Redevelopment Project 2 of Nine Hundred Thirty Thousand One Hundred and Five and NO/100 Dollars ($930,105.00), and the new total estimated Redevelopment Project Costs for Redevelopment Project 2 of Twenty-Five Million One Hundred Thirty Thousand and Thirty and NO/100 Dollars ($25,130,030.00) (Twenty-Six Million Nine Hundred Thirty Thousand and Thirty and NO/100 Dollars ($26,930,030.00) when considering Developer's share of NID Costs). To partially

compensate for such cost increase, Developer is requesting an increase in the TIF reimbursement for shell construction costs for the proposed grocery store included in the Second Amendment by Two Hundred and Thirty Thousand and NO/100 Dollars ($230,000.00) (the "TIF Reimbursement Adjustment")

- Pursuant to Section 99.825.1 of the TIF Act, following the Public Hearing, but prior to the Board's adoption of an ordinance approving the Second Amendment, certain changes can be made to the Second Amendment, provided that notice of such changes shall be given by mail to each affected taxing district and by publication in a newspaper of general circulation in the area of the proposed redevelopment not less than ten days prior to the adoption of the changes by ordinance.

- To reflect the requested TIF Reimbursement Adjustment, the Second Amendment is hereby updated as follows:

    1. The Reimbursable Project Costs for Redevelopment Project 2 set forth in the Second Amendment shall be increased to reflect the TIF Reimbursement Adjustment, making the updated Reimbursable Project Costs for Redevelopment Project 2 Four Million Nine Hundred Eighty Thousand and NO/100 Dollars ($4,980,000.00) (Six Million Seven Hundred and Eighty Thousand and No/100 Dollars ($6,780,000.00) when considering Developer's share of NID Costs).

    2. Exhibit 5 (Estimated Redevelopment Project Costs and Reimbursable Project Costs for Redevelopment Project 2) attached to the Second Amendment is replaced with "NEW Exhibit 5" attached hereto, which amends the original Exhibit 5 to incorporate the aforementioned increase in estimated Redevelopment Project Costs for Redevelopment Project 2 and the TIF Reimbursement Adjustment.

NEW Exhibit 5

Estimated Redevelopment Project Costs and

Reimbursable Project Costs for Redevelopment Project 2

Project Cost	Total	Projected TIF Reimbursed Costs	Developer Private Costs	Third Party Private Costs
Land Acquisition	**$2,680,000**	**$2,000,000**	**$680,000**	
Building Shell Costs	**$11,110,000**	**$1,730,000**	**$3,880,000**	**$5,500,000**
Site Construction Costs				
Unclassified Excavation	$360,000			
Embankment	$970,000			
Type 5 Base	$162,800			
Asphalt Pavement	$1,095,756			
Heavy Duty Pavement	$351,450			
Curb and Gutter	$245,408			
Storm Pipe	$145,400			
Existing Storm Removals	$11,000			
Roof Drains	$18,400			
Storm Manholes	$34,700			
Parking Lot Storm Inlets (CI)	$26,400			
Parking Lot Storm Inlets (AI)	$33,900			
Water Service Line	$2,796			
Water Service Bore	$725			
Water Main	$29,200			
Water Meter Vault	$3,850			
Fire Hydrant Assembly	$16,000			
Sanitary Service Line	$2,370			
Sampling Manhole	$3,300			
Grease Interceptor	$23,400			
Sidewalk ROW	$6,720			
Sidewalk	$81,336			
Retaining Walls	$92,800			
Underground Detention Breezeway	$70,400			

Detention Control Structures	$7,700			
Erosion Control Temporary	$78,700			
Seeding, Sodding	$9,120			
Parking Lot Pavement Marking	$35,000			
Landscaping and Irrigation	$178,000			
Parking Lot Lighting	$181,500			
Power Line Relocation	$396,000			
Dumpster Enclosures	$60,750			
Interior Signage (Stop and ADA)	$9,485			
SUBTOTALS	**$4,744,366**	**$1,250,000**	**$1,328,197**	**$2,166,169**

Furniture, Fixtures & Equipment	**$1,800,000**	**$0**	**$1,800,000**	**$0**

Hard Cost Contingency	**$792,718**	**$0**	**$409,410**	**$383,308**

Soft Costs				
Mobilization	$317,087	$0	$158,544	$158,544
Permits	$792,718	$0	$396,359	$396,359
Construction Staking	$100,000		$50,000	$50,000
Engineering Design	$792,718		$396,359	$396,359
Geo Tech	$317,087	$0	$158,544	$158,544
Commissions	$500,000		$400,000	$100,000
Legal & Accounting	$200,000		$100,000	$100,000
Architecture	$792,718		$396,359	$396,359
Soft Cost Contingency	$190,616	$0	$95,308	$95,308
SUBTOTALS	$4,002,946	**$0**	**$2,151,473**	**$1,851,473**

TOTAL PROJECT COSTS	**$25,130,030**	**$4,980,000**	**$10,249,079**	**$9,900,950**
		Projected TIF Reimbursed Costs	**Developer Private Costs**	**Third Party Private Costs**

TOTAL PROJECT COSTS W/ DEVELOPER'S SHARE OF NID COSTS	**$26,930,030**	**$6,780,000**	**$10,249,079**	**$9,900,950**
		Projected TIF Reimbursed Costs*	**Developer Private Costs**	**Third Party Private Costs**

** In addition to the Redevelopment Project Costs for Project 2 set forth above that are estimated to be incurred going forward, certain Redevelopment Project Costs set forth on Exhibit 4A to the Redevelopment Plan have been incurred prior to the adoption of this Amended TIF Plan. Of such costs, Two Million One Hundred Five Thousand Seven Hundred and Seventy-Three and No/100 Dollars ($2,105,773.00) have been paid for or reimbursed as Reimbursable Project Costs, plus interest, capitalized interest and Financing Costs and Seventy-Five Thousand and No/100 Dollars ($75,000.00) have been paid for or reimbursed as Reimbursable Project Costs to the City.

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EXHIBIT B

Legal Description

Project 2

(as expanded by this Amended TIF Plan)

See Attached

TIF-#2NE AREA DESCRIPTION
FOR: CITY OF GRAIN VALLEY,
JACKSON COUNTY, MISSOURI
SW1/4 SECTION 26 & NW1/4 SECTION 35,
ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST

REVISED – SEPTEMBER 10, 2010
TIF-#2NE AREA DESCRIPTION:

AN AREA OF LAND FOR TAX INCREMENT FINANCING, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, T49N, R30W, BEING A FOUND ALUMINUM CAP AND IRON BAR, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-49541; THENCE N89°02'55"E, A DISTANCE OF 1331.40 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AND THE CENTERLINE OF U.S. INTERSTATE I-70, AS NOW ESTABLISHED, AND BEING THE POINT OF BEGINNING; THENCE N01°22'31"E ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 1253.42 FEET TO THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE S87°46'34"E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 663.90 FEET; THENCE N01°19'04"E ALONG THE SOUTHERLY LINE OF LOT 15, "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 4.60 FEET; THENCE S87°46'35"E ALONG THE SOUTH LINE OF LOTS 15 AND 14, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 156.62 FEET; THENCE N01°44'06"E ALONG THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 31.54 FEET; THENCE S87°43'32"E ALONG THE SOUTH LINE OF LOTS 14, 13 AND 12, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 164.25 FEET; THENCE S01°35'07"W ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 35.99 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S87°46'34"E ALONG THE SOUTH LINE OF LOTS 12 AND 11, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" AND BEING ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 344.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, ALSO BEING THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S01°18'26"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 378.85 FEET; THENCE N87°46'34"W ALONG A LINE THAT IS PARALLEL WITH AND 378.80 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 345.90 FEET; THENCE S01°35'07"W, A DISTANCE OF 832.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. INTERSTATE I-70; THENCE N81°26'03"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 37.38 FEET; THENCE N69°12'33"W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 137.94 FEET; THENCE

S01°44'06"W, A DISTANCE OF 180.49 FEET TO A POINT ON THE CENTERLINE OF SAID U.S. INTERSTATE I-70; THENCE N81°26'03"W ALONG SAID CENTERLINE OF U.S. INTERSTATE I-70, A DISTANCE OF 818.40 FEET TO THE POINT OF BEGINNING.
THE DESIGNATED TIF-#2NE AREA DESCRIBED ABOVE CONTAINS 1,394,926 SQUARE FEET OR 32.0231 ACRES, MORE OR LESS.

FOR: CITY OF GRAIN VALLEY
ATTN: KEN MURPHY
CITY PLANNER
GRAIN VALLEY, MISSOURI 64029

BY:_____
ROLAND E. MCBRIDE, MO. PLS #2486
TRANSYSTEMS CORP., MO. LC #318
2400 PERSHING ROAD, SUITE 400
KANSAS CITY, MISSOURI 64108

AND

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

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EXHIBIT C

Legal Description

Total Redevelopment Area

(as expanded by this Amended TIF Plan)

See Attached

TOTAL TIF AREA DESCRIPTION
FOR: CITY OF GRAIN VALLEY,
JACKSON COUNTY, MISSOURI
SW1/4 SECTION 26 & NW1/4 SECTION 35,
ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST

REVISED – SEPTEMBER 10, 2010

TOTAL TIF AREA DESCRIPTION:

AN AREA OF LAND FOR TAX INCREMENT FINANCING, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, T49N, R30W, BEING A FOUND ALUMINUM CAP AND IRON BAR, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-49541; THENCE N01°26'34"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 786.82 FEET TO THE NORTHWEST CORNER OF LOT 2, "INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, AND BEING THE POINT OF BEGINNING; THENCE CONTINUING N01°26'34"E ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 363.11 FEET TO THE SOUTHWEST CORNER OF "WINGATE TOWNHOMES P.U.D." A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE S86°53'55"E ALONG THE SOUTH LINE OF SAID "WINGATE TOWNHOMES P.U.D.", A DISTANCE OF 955.23 FEET TO THE SOUTHEAST CORNER OF SAID "WINGATE TOWNHOMES P.U.D."; THENCE N01°41'59"E ALONG THE EAST LINE OF SAID "WINGATE TOWNHOMES P.U.D." AND ALONG THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 507.95 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WOODBURY DRIVE, AS NOW ESTABLISHED; THENCE S88°21'14"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 331.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE BB, AS NOW ESTABLISHED; THENCE S01°22'31"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 319.47 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE S87°46'34"E ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 703.90 FEET; THENCE N01°19'04"E ALONG THE SOUTHERLY LINE OF LOT 15, "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 4.60 FEET; THENCE S87°46'35"E ALONG THE SOUTH LINE OF LOTS 15 AND 14, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 156.62 FEET; THENCE N01°44'06"E ALONG THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 31.54 FEET; THENCE S87°43'32"E ALONG THE SOUTH LINE OF LOTS 14, 13 AND 12, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 164.25 FEET; THENCE S01°35'07"W ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 35.99 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S87°46'34"E ALONG THE SOUTH LINE OF LOTS 12 AND 11, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" AND BEING ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 344.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, ALSO BEING THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S01°18'26"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 378.85 FEET; THENCE N87°46'34"W ALONG A LINE THAT IS PARALLEL WITH AND 378.80 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 345.90 FEET; THENCE S01°35'07"W, A DISTANCE OF 832.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. INTERSTATE I-70, AS NOW ESTABLISHED; THENCE N81°26'03"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 37.38 FEET; THENCE N69°12'33"W

CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 137.94 FEET; THENCE S01°44'06"W, A DISTANCE OF 811.47 FEET TO A POINT ON THE SOUTH LINE OF LOT 3, "MINTER VIEW" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N88°05'05"W ALONG THE SOUTH LINE OF LOTS 3 AND 4, SAID "MINTER VIEW" AND ALONG THE SOUTH LINE OF LOTS 6, 5, 4, 3 AND 2, "HOEHN ADDITION" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 646.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, "HOEHN ADDITION"; THENCE N01°42'54"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 135.00 FEET; THENCE N88°05'05"W, A DISTANCE OF 200.17 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, AS NOW ESTABLISHED; THENCE S01°40'36"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 463.46 FEET; THENCE N88°05'03"W, A DISTANCE OF 303.85 FEET TO A POINT ON THE EAST LINE OF LOT 15, "MINTER ADDITION" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N01°40'36"E ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 3.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE N88°05'03"W ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 215.15 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MINTER AVENUE, AS NOW ESTABLISHED; THENCE N01°40'36"E ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 10, SAID "MINTER ADDITION AND ALONG THE EAST LINE OF LOTS 10, 9, 8 AND 7, SAID "MINTER ADDITION", A DISTANCE OF 324.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, T49N, R30W; THENCE N88°05'03"W ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, A DISTANCE OF 775.49 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N01°36'03"E ALONG SAID WEST LINE, A DISTANCE OF 233.64 FEET TO THE SOUTHWEST CORNER OF LOT 1, "OOIDA COMPLEX, LOT 1" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND ALONG THE NORTHEASTERLY PROLONGATION OF SAID SOUTHERLY LINE AND ALL BEING ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N70°55'43"E, A CENTARL ANGLE OF 12°40'59" AND A RADIUS OF 4316.28 FEET, FOR AN ARC DISTANCE OF 955.46 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 8A, "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N02°06'21"E ALONG THE SOUTHERLY PROLONGATION OF SAID EAST LINE AND ALONG SAID EAST LINE OF LOT 8A, A DISTANCE OF 789.05 FEET TO THE NORTHEAST CORNER OF SAID LOT 8A; THENCE N86°54'31"W ALONG THE NORTH LINE OF SAID LOT 8A, A DISTANCE OF 118.85 FEET TO A POINT ON THE EAST LINE OF LOT 7, SAID "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK"; THENCE N01°42'16"E ALONG SAID EAST LINE OF LOT 7, A DISTANCE OF 163.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE N86°54'47"W ALONG THE NORTH LINE OF LOTS 7 AND 4, SAID "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK" AND ALONG THE NORTH LINE OF LOT 2, "INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 814.72 FEET TO THE **POINT OF BEGINNING.**

THE DESIGNATED **TOTAL TIF AREA** DESCRIBED ABOVE CONTAINS 3,685,470 SQUARE FEET OR 84.6067 ACRES, MORE OR LESS.

FOR: CITY OF GRAIN VALLEY
ATTN: KEN MURPHY
CITY PLANNER
GRAIN VALLEY, MISSOURI 64029

BY:_____
ROLAND B. MCBRIDE, MO. PLS #2486
TRANSYSTEMS CORP., MO. LC #318
2400 PERSHING ROAD, SUITE 400
KANSAS CITY, MISSOURI 64108

AND

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016 & 03/28/2016	
BILL NUMBER	B16-03	
AGENDA TITLE	**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE PETITION TO ESTABLISH THE GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The purpose of this amendment is to include payment of costs associated with the Grain Valley Marketplace Neighborhood Improvement District ("NID"), including payment or reimbursement of NID special assessments and/or debt service on NID bonds associated with one or more parcels within the boundaries of the NID and CID.	
BACKGROUND	See Staff Report	
SPECIAL NOTES	Not Applicable	
ANALYSIS	See Staff Report	
PUBLIC INFORMATION PROCESS	All proper notices of the public hearing were issued and posted	
BOARD OR COMMISSION RECOMMENDATION	Not Applicable	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report & Petition

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B16-03* | ORDINANCE NO. _____
SECOND READING _____
INTRODUCED BY: *ALDERMAN WEST* | FIRST READING _____

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE PETITION TO ESTABLISH THE GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, on September 27, 2010, the City of Grain Valley, Missouri ("City") approved the Grain Valley Marketplace Tax Increment Financing Plan (the "Redevelopment Plan"), determined that the Redevelopment Project Areas (1 through 4 – four corners of the Buckner-Tarsney Road and Interstate I-70) constitute a Blighted Area, selected SG Property Management, LLC (the "Original Developer") to implement Redevelopment Project Area 2, and authorize the City to enter into a contract with the Original Developer for implementation of Redevelopment Project 2 described in the Redevelopment Plan pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo; and

WHEREAS, the Redevelopment Plan submitted by the Original Developer contemplated the formation of a community improvement district in order to assist in the financing of the project; and

WHEREAS,, on August 30, 2010, pursuant to the CID Act, a Petition to Establish the Grain Valley Marketplace Community Improvement District ("Petition"), signed by (1) property owner(s) collectively owning more than fifty percent of the assessed property value of real property; and (2) more than fifty percent of the per capita owners of all real estate within the boundaries of the proposed Grain Valley Marketplace Community Improvement District (the "District") was filed with the City Clerk of the City of Grain Valley, Missouri (the "City"); and

WHEREAS,, the Board of Aldermen, conducted a public hearing on September 15, 2010, and later approved the Petition and formed the Grain Valley Marketplace Community Improvement District; and

WHEREAS, since the approval of the Petition, the Original Developer ceased development of Redevelopment Project 2 after completing only a portion of the project; and

WHEREAS, a Second Amendment to the Redevelopment Plan ("Amended Redevelopment Plan") was filed for the purpose of naming STAR Acquisitions, Inc. ("Developer") as the new developer for Redevelopment Project 2, amending the boundaries of the Redevelopment Plan, and describing revised costs for Redevelopment Project 2 among other things; and

WHEREAS, the Developer wishes to amend the Petition to include payment of costs associated with the Grain Valley Marketplace Neighborhood Improvement District ("NID"), including payment or reimbursement of NID special assessments and/or debt service on NID Bonds associated with one or more parcels within the boundaries of the NID and District; and

WHEREAS,, Sections 67.1401 to 67.1571, RSMo as amended (the "CID Act") authorizes the governing body of any municipal corporation, upon receipt of a proper petition and after a public hearing, to adopt an ordinance approving an amended petition; and

WHEREAS,, on February 22, 2016, the First Amendment to the Petition to Establish the Grain Valley Marketplace Community Improvement District ("Amended Petition") was filed with the City Clerk pursuant to the CID Act; and

WHEREAS, as required by the CID Act, the City Clerk verified that the Amended Petition substantially complies with the CID Act; and

WHEREAS,, the Board of Aldermen, following notification by the City Clerk, conducted a public hearing on March 14, 2016, after publishing the notice specified in Section 67.1431.3 of the CID Act and Section 67.2725, RSMo, copies of which publication and mailed notices are on file with the City Clerk; and

WHEREAS, all persons interested in the Amended Petition were allowed an opportunity to speak at the public hearing before the Board of Aldermen.

NOW, THEREFORE, BE IT ORDAINED by the board of aldermen of the city of Grain Valley, Missouri, as follows:

Section 1: That the First Amendment to the Petition to Establish the Grain Valley Marketplace Community Improvement District, which is attached to this Ordinance as <u>Exhibit A</u> and incorporated herein, is hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor according to law.

Passed by the Board of Aldermen this _____ day of _____, 2016.

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____
MAYOR *(in the event of a tie only)*	_____		

Approved as to form:

_____	_____
Matt Geary City Attorney	Mike Todd Mayor

ATTEST:

_____

Khalilah Holland
Executive Administrative Assistant

[B16-03]

FIRST AMENDMENT TO THE

PETITION TO THE CITY OF GRAIN VALLEY, MISSOURI

TO ESTABLISH THE

GRAIN VALLEY MARKETPLACE
COMMUNITY IMPROVEMENT DISTRICT

FIRST AMENDMENT TO THE

PETITION TO ESTABLISH THE

GRAIN VALLEY MARKETPLACE

COMMUNITY IMPROVEMENT DISTRICT

To the City Council of Grain Valley, Jackson County, Missouri (the "**City**"):

The undersigned real property owner (the "**Petitioner**"), being the owner collectively owning

(1) more than fifty percent (50%) by assessed value of the real property and

(2) more than fifty percent (50%) per capita of all owners of real property

within the boundaries of the hereinafter described Grain Valley Marketplace Community Improvement District (the "**CID**"), does hereby petition and request (pursuant to this "**Amended Petition**") that the City Council of the City of Grain Valley (the "**City Council**") amend the Petition to Establish the Grain Valley Marketplace Community Improvement District (the "**Original Petition**") as described herein under the authority of Sections 67.1401 to 67.1571, inclusive, RSMo (the "**CID Act**").

A. District Name. The name of the existing community improvement district (the "**District**") is:

Grain Valley Marketplace

Community Improvement District

B. Legal Description and Map. A legal description of the boundaries of the existing District is attached hereto as **Exhibit A-1**. A map of the existing District is attached as **Exhibit A-2**. The District is located entirely within the corporate boundaries of the City.

C. Purposes of District. The purposes of the District shall be as described in the Original Petition. In addition to the purposes described in the Original Petition, the CID's purposes are expanded by this Amended Petition to include payment of costs associated with the Grain Valley Marketplace Neighborhood Improvement District (the "**NID**"), including payment or reimbursement of NID special assessments and/or debt service on NID bonds associated with one or more parcels within the boundaries of the NID and CID ("**NID Costs**").

D. Five Year Plan. A five year plan (the "**Five Year Plan**") stating a description of the purposes of the District, the improvements it will make and an estimate of costs of these improvements to be incurred is incorporated into the petition which established the District, attached hereto as **Exhibit B** (the "**Original Petition**"). The project budget attached to the Five Year Plan incorporated into the Original Petition is amended by **Exhibit C** hereto.

E. Establishment as Political Subdivision. The District shall continue to operate as a political subdivision under the CID Act as described in the Original Petition.

F. Board of Directors. The operation and composition of the Board of Directors and the

procedures for appointing interim and successor directors of the District shall continue as prescribed by the CID Act and the Original Petition.

G. Total Assessed Value. The ownership and assessed value of each parcel within the District is as shown below. The total assessed value of the Property is $1,187,207. Information regarding the assessed value of each parcel is as follows:

37-530-03-29-00-0-00-000	SG Property Management, LLC	$4,445
37-530-03-30-00-0-00-000	SG Property Management, LLC	$6,218
37-530-03-31-00-0-00-000	SG Property Management, LLC	$3,566
37-530-03-36-00-0-00-000	SG Property Management, LLC	$2,937
37-530-03-34-00-0-00-000	SG Property Management, LLC	$7,119
37-530-06-05-00-0-00-000	SG Property Management, LLC	$28,064
37-530-06-03-00-0-00-000	SG Property Management, LLC	$1,477
37-530-03-35-00-0-00-000	SG Property Management, LLC	$3,848
37-530-03-32-00-0-00-000	Grain Valley Marketplace Cinema Company, LLC	$576,000
37-530-03-33-00-0-00-000	Grain Valley Marketplace Cinema Company, LLC	$164,800
37-530-06-04-00-0-00-000	Casey's Marketing Company	$372,736
37-530-03-01-01-0-00-000	Grain Valley R-5 School District	$15,357
37-530-03-28-00-0-00-000	JPNS Corporation	$640
N/A	State Highway Right-of-Way	$0

H. Determination of Blight, Blight remediation and Public Purpose. The Board of Aldermen of the City determined the District is a blighted area by adoption of Ordinance No. 2107 on September 27, 2010. This Amended Petition relies upon the blighting conditions as described in the Original Petition and Ordinance No. 2107.

I. Term of Existence. The term of existence for the District shall continue as described in the Original Petition.

J. Sales Tax. Qualified voters of the CID approved a sales tax of one percent (1.0%) ("**District Sales Tax**"), in accordance with the CID Act, to assist in the funding of certain improvements and services that serve the property within the District. The District Sales Tax shall continue as described in the Original Petition and approved by the qualified voters of the CID, and shall apply to the District. As described in Section C above, the District Sales Tax shall be applied to the payment or reimbursement of NID special assessments and/or debt service on NID bonds associated with one or more parcels within the boundaries of the NID and CID.

K. Maximum Special Assessment. Petitioners do not propose that special assessments be levied within the District.

L. Real Estate Tax and Business License Tax. Petitioners will not seek to submit to qualified voters any proposition for approval of a real property tax levy or business license taxes.

M. No Borrowing Capacity Limitation. Petitioners do not seek limitations on the borrowing capacity of the District.

N. No Revenue Limitations. Petitioners do not seek limitations on the revenue generation of the District.

O. No Power Limitation. Petitioners do not seek limitations on the powers of the District.

P. Petitioner Withdrawal Right Notice. **THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

Q. Severability. If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

WHEREFORE, Petitioner respectfully requests that the Board of Aldermen amend the Petition to Establish the Grain Valley Marketplace Community Improvement District in accordance with the information set forth in this Amended Petition and take all other appropriate and necessary action that is consistent with the CID Act to amend the Original Petition.

[NO FURTHER TEXT; SIGNATURE PAGES FOLLOW]

Signature Page for the First Amendment to the Petition (the "Petition") to Establish the Grain Valley Marketplace Community Improvement District

I hereby request that the City Council of the City of Grain Valley, Missouri amend the Grain Valley Marketplace Community Improvement District pursuant to the foregoing Petition.

Name of Owner: Grain Valley Marketplace Cinema Co., LLC
Owner's Telephone Number: 970-380-2834
Owner's Mailing Address: PO BOX 65, Wiggins CO 80654

If signer is different from owner: Name of Signer: Paul Larino
State basis of legal authority to sign: Member
Signer's Telephone Number: 970-380-2834
Signer's Mailing Address: PO BOX 65
WIGGINS CO 80654

If the owner is an individual, state if owner is single or married:
If the owner is not an individual, state what type of entity: Limited Liability Company

The map and parcel numbers and assessed value of the property owned:

Map Number: Parcel Number: **37-530-03-32-00-0-00-000, 37-530-03-33-00-0-00-000**

Assessed Value: $740,800 (cumulative)

By executing this Petition, the undersigned represents and warrants that he or she has received a copy of this Petition, has read this Petition, is or is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

2-18-16
Date

State of ~~Missouri~~ Colorado)
County of Morgan)ss:

Before me personally appeared P. Larino to me personally known to be the individual described in and who executed the foregoing Petition.

Witness my hand and official seal this 18th day of February, 2016.

Linda Baltazar
Notary Public

My commission expires: 4-28-2018

LINDA BALTAZAR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144017688
MY COMMISSION EXPIRES 04/28/2018

Signature Page for the First Amendment to the Petition (the "Petition") to Establish the Grain Valley Marketplace Community Improvement District

I hereby request that the City Council of the City of Grain Valley, Missouri amend the Grain Valley Marketplace Community Improvement District pursuant to the foregoing Petition.

Name of Owner: SG Property Management, LLC
Owner's Telephone Number: 970-380-2834
Owner's Mailing Address: PO BOX 65 Wiggins CO 80654

If signer is different from owner: Name of Signer: Paul Larino
State basis of legal authority to sign: Member

Signer's Telephone Number: 970-380-2834
Signer's Mailing Address: PO BOX 65
WIGGINS, CO 80654

If the owner is an individual, state if owner is single or married:
If the owner is not an individual, state what type of entity: Limited Liability Company

The map and parcel numbers and assessed value of the property owned:

Map Number: Parcel Number: **37-530-03-29-00-0-00-000, 37-530-03-30-00-0-00-000, 37-530-03-31-00-0-00-000, 37-530-03-36-00-0-00-000, 37-530-03-34-00-0-00-000, 37-530-06-05-00-0-00-000, 37-530-06-03-00-0-00-000, 37-530-03-35-00-0-00-000**

Assessed Value: $57,674 (cumulative)

By executing this Petition, the undersigned represents and warrants that he or she has received a copy of this Petition, has read this Petition, is or is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

2-18-16
Date

State of ~~Missouri~~ Colorado)
County of Morgan)ss:

Before me personally appeared P. Larino to me personally known to be the individual described in and who executed the foregoing Petition.

Witness my hand and official seal this 18th day of February, 2016.

Linda Baltazar
Notary Public

My commission expires: 4-28-2018

LINDA BALTAZAR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144017688
MY COMMISSION EXPIRES 04/28/2018

52193559.1

Signature Page for the First Amendment to the Petition (the "Petition") to Establish the Grain Valley Marketplace Community Improvement District

I hereby request that the City Council of the City of Grain Valley, Missouri amend the Grain Valley Marketplace Community Improvement District pursuant to the foregoing Petition.

Name of Owner: Casey's Marketing Company
Owner's Telephone Number:_____
Owner's Mailing Address:_____

If signer is different from owner: Name of Signer:_____
State basis of legal authority to sign:_____
Signer's Telephone Number:_____
Signer's Mailing Address:_____

If the owner is an individual, state if owner is single or married:_____
If the owner is not an individual, state what type of entity: Corporation

The map and parcel numbers and assessed value of the property owned:

Map Number:_____ Parcel Number: **37-530-06-04-00-0-00-000**

Assessed Value: $372,736

By executing this Petition, the undersigned represents and warrants that he or she has received a copy of this Petition, has read this Petition, is or is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

_____ _____
Signature Date

State of Missouri)
County of _____)ss:

Before me personally appeared _____ to me personally known to be the individual described in and who executed the foregoing Petition.

Witness my hand and official seal this _____ day of _____, 2016.

_____
Notary Public

My commission expires:_____

Signature Page for the First Amendment to the Petition (the "Petition") to Establish the Grain Valley Marketplace Community Improvement District

I hereby request that the City Council of the City of Grain Valley, Missouri amend the Grain Valley Marketplace Community Improvement District pursuant to the foregoing Petition.

Name of Owner: Grain Valley R-5 School District
Owner's Telephone Number: 816-847-5006
Owner's Mailing Address: Box 304 East Pink Hill Road
Grain Valley

If signer is different from owner: Name of Signer: Roy Moss
State basis of legal authority to sign: Superintendent of Schools

Signer's Telephone Number: 816-847-5006
Signer's Mailing Address:

If the owner is an individual, state if owner is single or married:
If the owner is not an individual, state what type of entity:

The map and parcel numbers and assessed value of the property owned:

Map Number: Parcel Number: **37-530-03-01-01-0-00-000**

Assessed Value: $15,357

By executing this Petition, the undersigned represents and warrants that he or she has received a copy of this Petition, has read this Petition, is or is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature Date 2-5-2016

State of Missouri)
County of Jackson)ss:

Before me personally appeared Roy Moss to me personally known to be the individual described in and who executed the foregoing Petition.

Witness my hand and official seal this 5th day of February, 2016.

Notary Public

My commission expires: 11.13.2016

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KHALILAH M HOLLAND
My Commission Expires
November 13, 2016
Jackson County
Commission #12413932

EXHIBIT A-1

52193559.1

Signature Page for the First Amendment to the Petition (the "Petition") to Establish the Grain Valley Marketplace Community Improvement District

I hereby request that the City Council of the City of Grain Valley, Missouri amend the Grain Valley Marketplace Community Improvement District pursuant to the foregoing Petition.

Name of Owner: JPNS Corporation
Owner's Telephone Number: 816-224-3420
Owner's Mailing Address: 105 SUNNY LANE DR.
GRAIN VALLEY, MO 64029

If signer is different from owner: Name of Signer: NILESH PATEL
State basis of legal authority to sign: PRESIDENT OF CORPORATION

Signer's Telephone Number: 816-309-7604
Signer's Mailing Address: PO BOX 2996
GRAIN VALLEY, MO 64029

If the owner is an individual, state if owner is single or married: _____
If the owner is not an individual, state what type of entity: corporation

The map and parcel numbers and assessed value of the property owned:

Map Number: _____ Parcel Number: **37-530-03-28-00-0-00-000**

Assessed Value: $640

By executing this Petition, the undersigned represents and warrants that he or she has received a copy of this Petition, has read this Petition, is or is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

2/5/16
Date

State of Missouri)
County of Jackson)ss:

Before me personally appeared Nilesh Patel to me personally known to be the individual described in and who executed the foregoing Petition.

Witness my hand and official seal this 5th day of February, 2016.

Notary Public

My commission expires: 11.13.2016

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KHALILAH M HOLLAND
My Commission Expires
November 13, 2016
Jackson County
Commission #12413932

52193559.1

EXHIBIT A-1

BOUNDARY DESCRIPTION OF EXISTING

COMMUNITY IMPROVEMENT DISTRICT

All that part of the SE¼ of the SW¼ of Section 26, Township 49, Range 30 in Grain Valley, Jackson County, Missouri, more particularly described as follows: Commencing at State Route BB Centerline Sta. 1016+10, said point being 0.46 feet West of the West line of the SE¼ of the SW¼ of said Section 26 and 525.99 feet North of the Southwest corner thereof; thence due East and right angles to said Route BB Centerline 40 feet to the true point of beginning of subject tract. Said point also being on the Easterly right-of-way line of said Missouri Route BB; thence Northerly along the Easterly right-of-way line of said Missouri Route BB, to a point on the Westerly extension of the South line of the THE BREEZEWAY EXCLUSIVE BUSINESS PARK, a subdivision of land now in the City of Grain Valley, Jackson County, Missouri; thence Easterly along the Southerly line of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, to the most Southerly Southeast corner of Lot 14 of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, thence Easterly to the most Southerly Southwest corner of Lot 12 of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, thence Easterly along the Southerly line of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK to the Southeast corner thereof, said point also being the Northeast corner of the SE¼ of the SW¼ of said Section 26; thence Southerly along the East line of the SE¼ of the SW¼ of said Section 26, to a point 378.80 feet, South of the North line thereof; thence West along a line 378.80 feet South of and parallel with the North line of the SE¼ of the SW¼ of said Section 26, to a point on the East line of the E½ of the W½ of the

SE¼ of the SW¼ of said Section 26; thence Southerly along the East line of the E½ of the W½ of the SE ¼ of the SW¼ of said Section 26 to a point on the North right-of-way line of Interstate Highway No. 70, as now established; thence Westerly along the North right-of-way line of said Highway No. 70 to a point on the West line of the E½ of the W½ of the SE¼ of the SW¼ of said Section 26; thence Southerly along the West line of the E½ of the W½ of the SE¼ of the SW¼ of said Section 26 to a point on the Northerly edge of the westbound exit ramp of Interstate Highway No. 70; thence Westerly along the Northerly edge of said exit ramp to a point on the Southerly extension of the Easterly right-of-way line of said Missouri State Route BB; thence northerly along the Southerly extension of the Easterly right-of-way line said Missouri Route BB, to the point of beginning, except for that part thereof designated as Parcel 12, Tracts I and II, and Parcel 13 described below:

PARCEL 12 - TRACT I

Commencing at the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in the City of Grain Valley, Jackson County, Missouri, thence North 00 degrees 50 minutes 00 seconds West along the West line of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, a distance of 525.99 feet, thence North 89 degrees 18 minutes 41 seconds East, a distance of 403.93 feet; thence North 00 degrees 02 minutes 59 seconds East, a distance of 90.87 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 15.00 feet to the True Point of Beginning of this description; thence continuing North 89 degrees 18 minutes 41 seconds East, a distance of 225.46 feet to a point that is 19.00 feet West of the East line of the West One half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30; thence South 00 degrees 52 minutes 03 seconds East parallel to and 19.00 feet West of the East line of the West One half of said Quarter Quarter Section, a distance of 328.38 feet to a point on the

Northerly right of way line of Interstate Route 70 as now established; thence South 78 degrees 29 minutes 59 seconds West along said Northerly right of way line, a distance of 154.84 feet, thence North 71 degrees 28 minutes 05 seconds West along the Northerly right of way line of Interstate Route 70, a distance of 19.83 feet:, thence North 18 degrees 31 minutes 55 seconds East, a distance of 37.50 feet; thence South 71 degrees 28 minutes 05 seconds East, a distance of 34.50 feet, thence North 18 degrees 31 minutes 55 seconds East, a distance of 5.00 feet: thence North 71 degrees 28 minutes 05 seconds West, a distance of 34.50 feet; thence North 18 degrees, 31 minutes 55 seconds East, a distance of 6.55 feet; thence North 71 degrees 28 minutes 05 seconds West, a distance of 10.00 thence South 18 degrees 31 minutes 55 seconds West, a distance of 6.55 feet; thence North 71 degrees 28 minutes 05 seconds West, a distance of 30.50 feet; thence south 18 degrees 31 minutes 55 seconds West, a distance of 5.00 feet; thence South 71 degrees 28 minutes 05 seconds East, a distance of 30.50 feet; thence South 18 degrees 31 minutes 55 seconds West, a distance of 37.50 feet to a point on the Northerly right of way line at Interstate Route 70; thence North 71 degrees 28 minutes 05 seconds West along said Northerly right of way line, a distance of 51.75 feet; thence North 18 degrees 31 minutes 55 seconds East, a distance of 12.00 feet to the point of curve to the left having a radius of 114.07 feet; thence Northeasterly and Northwesterly along said curve to the left, a distance of 58.39 feet to the point of tangent of said curve; thence North 10 degrees 47 minutes 44 seconds West, a distance of 21.62 feet to the point of curve to the right having a radius of 286.03 feet; thence Northwesterly and Northerly along said curve to the right, a distance of 54.14 feet to the point of tangent of said curve; thence North 00 degrees 02 minutes 59 seconds East, a distance of 186.26 feet to the True Point of Beginning of this description.

PARCEL 12 - TRACT II

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in the City of Grain Valley, Jackson County, Missouri; thence North 00 degrees 50 minutes 00 seconds West along the West line of the Southeast Quarter of the Southwest Quarter of section 26, Township 49, Range 30, a distance of 525.99 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 403.93 feet; thence North 00 degrees 02 minutes 59 seconds East a distance of 90.87 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 240.46 feet to the True Point of Beginning of this descriptions thence continuing North 89 degrees 18 minutes 41 seconds East, a distance of 19.00 feet to a point on the East line of the West One half of the Southeast Quarter of the southwest Quarter of said Section 26, Township 49, Range 30; thence South 00 degrees 52 minutes 03 seconds East along the East line of the West One half of the Southeast Quarter of the Southwest Quarter of said Section 26, a distance of 324.51 feet thence South 78 degrees 29 minutes 50 seconds West, a distance of 19.39 feet; thence North 00 degrees 52 minutes 03 seconds East, a distance of 328.38 feet to the True Point of Beginning of this description.

PARCEL 13

A tract of land in the West one-half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in Jackson County, Missouri, more particularly described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 44 minutes 52 seconds West along the South line of said Southwest Quarter a distance of 1330.41 feet to the Southwest corner of said Quarter Quarter Section; thence North 00 degrees 50 minutes 00 seconds West along the West line of said Quarter Quarter Section a distance of 525.99 feet to a point on the North line of a tract of land conveyed to the State of

Missouri for Interstate Route No. I-70 right of way as recorded in Document No. 729919 in Book 1344 at Page 135; thence North 89 degrees 18 minutes 41 seconds East along said North line and along the North line of the tract of land described in Document No. I-313125 recorded in Book I-811 at Page 54, a distance of 327.51 feet to the Northeast corner of the last said tract; thence South 00 degrees 02 minutes 59 seconds West a distance of 165.94 feet (deed 164.35 feet) to a point on the Northerly line of a tract of land conveyed to the State Highway Commission of Missouri, as described in Document No. 727313 in Book 1336 at Page 570 on July 9, 1959; thence South 36 degrees 04 minutes 30 seconds East along said Northerly right of way line a distance of 67.58 feet; thence continuing along said Northerly right of way on a bearing of South 71 degrees 28 minutes 05 seconds East a distance of 107.75 feet to the True Point of Beginning of this description; thence North 18 degrees 31 minutes 55 seconds East a distance of 37.50 feet; thence North 71 degrees 28 minutes 05 seconds West a distance of 30.50 feet; thence North 18 degrees 31 minutes 55 seconds East a distance of 5.00 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 30.50 feet; thence North 18 degrees 31 minutes 55 seconds East a distance of 6.55 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 10.00 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 6.55 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 34.50 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 5.00 feet; thence North 71 degrees 28 minutes 05 seconds West a distance of 34.50 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 37.50 feet to a point on the Northerly right of way line of Interstate Route No. I-70; thence North 71 degrees 28 minutes 05 seconds West along the Northerly right of way line of said Interstate Route No. I-70 a distance of 10.00 feet to the True Point of Beginning of this description, EXCEPT that part, if any, in roads.

EXHIBIT A-2
BOUNDARY MAP OF THE CID

Grain Valley Marketplace Community Improvement District

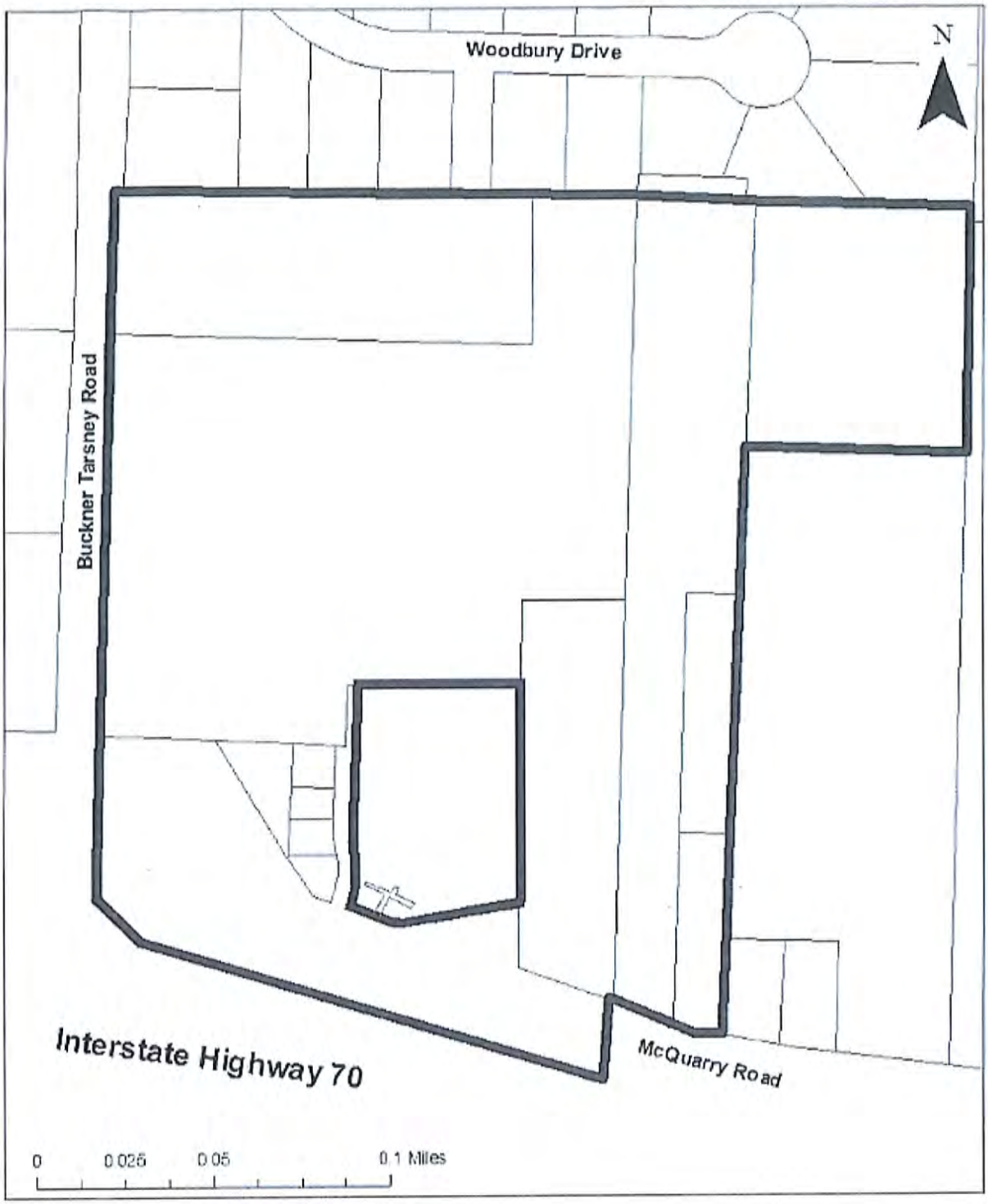

EXHIBIT B

ORIGINAL PETITION FOR THE ESTABLISHMENT OF THE

GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

(SEE ATTACHED)

EXHIBIT C

PROPOSED FIVE YEAR BUDGET

NID Costs: **$382,739**

Operating/Administrative Costs:

- First year **$7,500**
- Subsequent years **$5,000**

	2016	2017	2018	2019	2020
Projected CID Revenues	$41,000	$228,338	$253,384	$268,534	$272,562
Expenditures:[1]					
TIF-Captured Portion	$20,500	$114,169	$126,692	$134,267	$136,281
NID Costs	$0	$0	$64,769	$158,347	$159,623
Improvements (sitework/infrastructure)	$0	$0	$0	$0	$0
Operating/Administrative Costs:	$7,500	$5,000	$5,000	$5,000	$5,000

[1] If CID expenditures exceed available CID revenues at any time, Developer will advance the amount necessary to pay for such CID expenditures, and the CID will reimburse the Developer with interest as CID revenues become available over time. Estimated CID expenditures above will also include reimbursement of any such interest costs incurred by Developer on amounts advanced to pay CID expenditures.

INTENTIONALLY LEFT BLANK

LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Memo

To: Mayor and Board of Aldermen

Ryan Hunt, City Administrator

From: Joe Lauber, City Special Economic Development Legal Counsel

Date: March 9, 2016

Re: Outline of Key Points of the First Amendment to the Petition to Establish the Grain Valley Marketplace Community Improvement District

---

ISSUE/REQUEST: The owners of more than 50% of real property within the Grain Valley Marketplace Community Improvement District ("CID" or "District") have requested the Board of Aldermen consider the adoption of an ordinance approving the first amendment to the petition to establish the CID. The CID is a component of the financing for the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan ("TIF Plan"). More specifically, the CID provides funding for CID eligible improvements and operation and administration of the District. The purpose of this amendment is to include payment of costs associated with the Grain Valley Marketplace Neighborhood Improvement District ("NID"), including payment or reimbursement of NID special assessments and/or debt service on NID bonds associated with one or more parcels within the boundaries of the NID and CID.

BACKGROUND/EXPLANATION: On February 22, 2016, STAR Acquisitions, Inc. ("Developer"), on behalf of certain property owners within the CID area ("Petitioners") filed with the City Clerk the First Amendment to the Petition to Establish the Grain Valley Marketplace Community Improvement District (the "Amended Petition") pursuant to Sections 67.1401 through 67.1571, RSMo, (the "CID Act").

Upon receipt of the Amended Petition, the City Clerk with the assistance of the City's special counsel, reviewed the Amended Petition and determined on or about February 24, 2016, that the Amended Petition substantially complies with the requirements of Sections 67.1421.2 and 67.1441.2, RSMo.

The CID Act requires the Board of Aldermen to hold a public hearing and further provides that after the close of the public hearing, the Board of Aldermen may adopt an ordinance approving the Amended Petition. The City provided the statutorily required notice of a public hearing on

the Amended Petition to the district. On March 14, 2016, the Board of Aldermen will hold a public hearing to consider the Amended Petition.

Summary of Contents of the Amended Petition

- Signed by more than 50% of the owners of property located within the proposed area to be added measured on a "per-capita" and an assessed value basis. In this case the Property is owned by 6 entities. 4 out of the 6 entities signed the Petition (approximately 67%). Further, the property owned by the 4 that signed the Petition is, collectively, 69% of all the property by assessed value in the District.
- Name of District: the Grain Valley Marketplace Community Improvement District.
- A legal description and map of the District were attached to the Amended Petition as required by statute
- The District will continue to operate as a political subdivision of the State of Missouri
- District Governance:
    - The District is governed by a 5-member Board of Directors
    - The operation and composition of the Board of Directors and the procedures for appointing interim and successor directors of the District shall continue as prescribed by the CID Act and the Original Petition.
- Funding Mechanisms:
    - 1% sales tax to assist in funding of certain improvements and services that serve the property within the District. The District Sales Tax shall continue as described in the Original Petition and approved by the qualified voters of the CID, and shall be applied to the payment or reimbursement of NID special assessments and/or debt service on NID bonds associated with one or more parcels within the boundaries of the NID and CID.
- Term of Existence:
    - The District shall remain in existence for the lifetime of the Grain Valley Marketplace TIF, plus the earlier of (a) seven (7) years; or (b) the length of time required to reimburse all post-TIF CID-eligible expenses, plus any other CID-eligible expenses.
    - The Petition does not propose to change the term of existence.

- Blight Determination:
    - The Board of Aldermen determined the District is a blighted area by adoption of Ordinance No. 2107 on September 27, 2010. The Amended Petition relies upon the blighting conditions as described in the Original Petition and Ordinance No. 2107.
- Five Year Plan (Exhibit B to the Original Petition):
    - The Amended Petition does not propose to change anything in the Five Year Plan **except the project budget to incorporate NID costs**. The project budget as amended by the Amended Petition is shown on the attached Exhibit A.

STAFF RECOMMENDATION: After conducting a thorough review of the Amended Petition, along with the assistance of Lauber Municipal Law, LLC, the City's special counsel for economic development matters, it is City staff's and consultant's conclusion that the Board of Aldermen has the information necessary to approve the First Amendment to the Petition to Establish the Grain Valley Marketplace CID**.**

EXHIBIT A

PROPOSED FIVE YEAR BUDGET

NID Costs: **$382,739**

Operating/Administrative Costs:

- First year **$7,500**
- Subsequent years **$5,000**

	2016	2017	2018	2019	2020
Projected CID Revenues	$41,000	$228,338	$253,384	$268,534	$272,562
Expenditures:[1]					
TIF-Captured Portion	$20,500	$114,169	$126,692	$134,267	$136,281
NID Costs	$0	$0	$64,769	$158,347	$159,623
Improvements (sitework/infrastructure)	$0	$0	$0	$0	$0
Operating/Administrative Costs:	$7,500	$5,000	$5,000	$5,000	$5,000

[1] If CID expenditures exceed available CID revenues at any time, Developer will advance the amount necessary to pay for such CID expenditures, and the CID will reimburse the Developer with interest as CID revenues become available over time. Estimated CID expenditures above will also include reimbursement of any such interest costs incurred by Developer on amounts advanced to pay CID expenditures.

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016 & 03/28/2016	
BILL NUMBER	B16-04	
AGENDA TITLE	**AN ORDINANCE APPROVING A PETITION FOR ADDITION OF PROPERTY TO THE GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The purpose of this ordinance is to approve the addition of property to the CID.	
BACKGROUND	See Staff Report	
SPECIAL NOTES	Not Applicable	
ANALYSIS	See Staff Report	
PUBLIC INFORMATION PROCESS	All proper notices of the public hearing were issued and posted	
BOARD OR COMMISSION RECOMMENDATION	Not Applicable	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report & Petition	

CITY OF GRAIN VALLEY		STATE OF MISSOURI
BILL NO. *B16-04*	ORDINANCE NO.	_____
	SECOND READING	_____
INTRODUCED BY: *ALDERMAN WEST*	FIRST READING	_____

AN ORDINANCE APPROVING A PETITION FOR ADDITION OF PROPERTY TO THE GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, on September 27, 2010, the City of Grain Valley, Missouri ("City") approved the Grain Valley Marketplace Tax Increment Financing Plan (the "Redevelopment Plan"), determined that the Redevelopment Project Areas (1 through 4 – four corners of the Buckner-Tarsney Road and Interstate I-70) constitute a Blighted Area, selected SG Property Management, LLC (the "Original Developer") to implement Redevelopment Project Area 2, and authorize the City to enter into a contract with the Original Developer for implementation of Redevelopment Project 2 described in the Redevelopment Plan pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo; and

WHEREAS, the Redevelopment Plan submitted by the Original Developer contemplated the formation of a community improvement district in order to assist in the financing of the project; and

WHEREAS, on August 30, 2010, pursuant to the CID Act, a Petition to Establish the Grain Valley Marketplace Community Improvement District ("Petition"), signed by (1) property owner(s) collectively owning more than fifty percent of the assessed property value of real property; and (2) more than fifty percent of the per capita owners of all real estate within the boundaries of the proposed Grain Valley Marketplace Community Improvement District (the "District") was filed with the City Clerk of the City of Grain Valley, Missouri (the "City"); and

WHEREAS, the Board of Aldermen, conducted a public hearing on September 15, 2010, and later approved the Petition and formed the Grain Valley Marketplace Community Improvement District; and

WHEREAS, since the approval of the Petition, the Original Developer ceased development of Redevelopment Project 2 after completing only a portion of the project; and

WHEREAS, a Second Amendment to the Redevelopment Plan ("Amended Redevelopment Plan") was filed for the purpose of naming STAR Acquisitions, Inc. ("Developer") as the new developer for Redevelopment Project 2, amending the boundaries of the Redevelopment Plan, and describing revised costs for Redevelopment Project 2 among other things; and

WHEREAS, the District boundary must also be amended in order to carry out the provisions of the Amended Redevelopment Plan; and

WHEREAS, Sections 67.1401 to 67.1571, RSMo as amended (the "CID Act") authorizes the governing body of any municipal corporation, upon receipt of a proper petition and after a

public hearing, to adopt an ordinance adding property to a community improvement district; and

WHEREAS, on February 22, 2016, a Petition to the City of Grain Valley, Missouri For Addition of Property to the Grain Valley Marketplace Community Improvement District ("Petition to Add Property") was filed with the City Clerk pursuant to the CID Act; and

WHEREAS, as required by the CID Act, the City Clerk verified that the Petition to Add Property substantially complies with the CID Act; and

WHEREAS, the Board of Aldermen, following notification by the City Clerk, conducted a public hearing on March 14, 2016, after publishing the notice specified in Section 67.1431.3 of the CID Act and Section 67.2725, RSMo, copies of which publication and mailed notices are on file with the City Clerk; and

WHEREAS, all persons interested in the addition of property to the Grain Valley Marketplace Community Improvement District were allowed an opportunity to speak at the public hearing before the Board of Aldermen.

NOW, THEREFORE, BE IT ORDAINED by the board of aldermen of the city of Grain Valley, Missouri, as follows:

Section 1: That the Petition for Addition of Property to the Grain Valley Marketplace Community Improvement District, which is attached to this Ordinance as <u>Exhibit A</u> and incorporated herein, is hereby approved.

Section 2: That the District area was declared blighted by adoption of Ordinance No. 2107 on September 27, 2010 and that the property to be added to the District is a blighted area and that the use of District revenues as described in the Petition to Add Property is reasonably anticipated to assist with remediation of the blighted conditions within the property to be added to the District and will serve a public purpose.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor according to law.

Passed by the Board of Aldermen this _____ day of _____, 2016.

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____

MAYOR _____
(in the event of a tie only)

Approved as to form:

_____	_____
Matt Geary	Mike Todd
City Attorney	Mayor

ATTEST:

_____

Khalilah Holland
Executive Administrative Assistant

PETITION TO THE CITY OF GRAIN VALLEY, MISSOURI

FOR ADDITION OF PROPERTY TO THE

GRAIN VALLEY MARKETPLACE
COMMUNITY IMPROVEMENT DISTRICT

PETITION FOR THE ADDITION OF PROPERTY TO THE

GRAIN VALLEY MARKETPLACE

COMMUNITY IMPROVEMENT DISTRICT

To the City Council of Grain Valley, Jackson County, Missouri (the "**City**"):

The undersigned real property owner (the "**Petitioner**"), being the owner collectively owning

(1) more than fifty percent (50%) by assessed value of the real property and

(2) more than fifty percent (50%) per capita of all owners of real property

within the boundaries of the hereinafter described property to be added to the Grain Valley Marketplace Community Improvement District (the "**Additional Property**"), does hereby petition and request that the City Council of the City of Grain Valley (the "**City Council**") add the Additional Property to the community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, inclusive, RSMo (the "**CID Act**").

A. District Name. The name of the existing community improvement district (the "**District**") is:

Grain Valley Marketplace

Community Improvement District

B. Legal Description and Map. A legal description of the boundaries of the existing District is attached hereto as **Exhibit A-1**. A legal description of the Additional Property is attached as **Exhibit A-2**. A map of the existing District and Additional Property is attached as **Exhibit A-3** (the "**Expanded District**"). The District and the Additional Property are located entirely within the corporate boundaries of the City.

C. Five Year Plan. A five year plan stating a description of the purposes of the District, the improvements it will make and an estimate of costs of these improvements to be incurred is incorporated into the petition which established the District, attached hereto as **Exhibit B** (the "**Original Petition**"). The Original Petition was amended by the First Amendment to the Original Petition (the "**First Amendment**"), attached hereto as **Exhibit C**. Such five year plan now applies to the Expanded District.

D. Establishment as Political Subdivision. The Expanded District shall continue to operate as a political subdivision under the CID Act as described in the Original Petition.

E. Board of Directors. The operation and composition of the Board of Directors and the procedures for appointing interim and successor directors of the Expanded District shall continue as prescribed by the CID Act and the Original Petition.

F. Total Assessed Value. The Additional Property, other than the Breezeway Drive right-of-way, is all owned by Breeze Investments, LLC. The total assessed value of the Additional Property is $214. Information regarding the assessed value of each parcel is as follows:

37-530-03-27-00-0-00-000 = $50
37-530-03-25-00-0-00-000 = $50
37-530-03-24-00-0-00-000 = $38
37-530-03-23-00-0-00-000 = $38
37-530-01-07-00-0-00-000 = $38
Breezeway Drive right-of-way = $0

G. Determination of Blight, Blight remediation and Public Purpose. The Board of Aldermen of the City determined the District is a blighted area by adoption of Ordinance No. 2107 on September 27, 2010. In order for the District to be able to expend its revenues pursuant to RSMo § 67.1461.2, this Petition seeks the City Council's determination that the use of District revenues as described herein is reasonably anticipated to assist with remediation of the blighted conditions within the Expanded District and will serve a public purpose.

H. Term of Existence. The term of existence for the Expanded District shall continue as described in the Original Petition.

I. Sales Tax. Qualified voters of the CID approved a sales tax of one percent (1.0%) ("**District Sales Tax**"), in accordance with the CID Act, to assist in the funding of certain improvements and services that serve the property within the District. The District Sales Tax shall continue as described in the Original Petition and approved by the qualified voters of the CID, and shall apply to the Expanded District.

J. Maximum Special Assessment. Petitioners do not propose that special assessments be levied within the Expanded District.

K. Real Estate Tax and Business License Tax. Petitioners will not seek to submit to qualified voters any proposition for approval of a real property tax levy or business license taxes.

L. No Borrowing Capacity Limitation. Petitioners do not seek limitations on the borrowing capacity of the Expanded District.

M. No Revenue Limitations. Petitioners do not seek limitations on the revenue generation of the Expanded District.

N. No Power Limitation. Petitioners do not seek limitations on the powers of the Expanded District.

O. Petitioner Withdrawal Right Notice. **THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS**

PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.

P. Severability. If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

WHEREFORE, Petitioner respectfully requests that the Board of Aldermen add the Additional Property to the Grain Valley Marketplace Community Improvement District in accordance with the information set forth in this Petition and take all other appropriate and necessary action that is consistent with the CID Act to add the Additional Property to the District.

[NO FURTHER TEXT; SIGNATURE PAGE FOLLOW]

EXECUTION PAGE FOR PETITION FOR THE ADDITION OF PROPERTY TO THE GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Breeze Investments, LLC

Owner's telephone number:

Owner's mailing address:

State what type of entity:

- ☐ Corporation
- ☐ Limited Partnership
- ☐ Partnership
- ☐ Not-for-profit Corporation
- ☐ General Partnership
- ☒ Limited Liability Company
- ☐ Urban Redevelopment Corporation
- ☐ Other (specify) _____

Map and parcel numbers/ Assessed value:

37-530-03-27-00-0-00-000 = $50
37-530-03-25-00-0-00-000 = $50
37-530-03-24-00-0-00-000 = $38
37-530-03-23-00-0-00-000 = $38
37-530-01-07-00-0-00-000 = $38
TOTAL ASSESSED VALUE = $214

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Date: February 2, 2016

BREEZE INVESTMENTS, LLC,
A Missouri limited liability company

By: Bruce Casey Member
Name:
Title:

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 2ND day FEBRUARY, 2016, before me, a Notary Public, personally appeared BRUCE CASEY + ROBERT FRIST of BREEZE INVESTMENTS, LLC, a Missouri limited liability company, known to me to be the person described in the foregoing instrument and who, pursuant to due authority, executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

LISA G. GOLDSMITH
My Commission Expires
May 27, 2019
Jackson County
Commission #15388499

My Commission Expires:

5-27-19

52107165.2

EXHIBIT A-1

BOUNDARY DESCRIPTION OF EXISTING

COMMUNITY IMPROVEMENT DISTRICT

All that part of the SE¼ of the SW¼ of Section 26, Township 49, Range 30 in Grain Valley, Jackson County, Missouri, more particularly described as follows: Commencing at State Route BB Centerline Sta. 1016+10, said point being 0.46 feet West of the West line of the SE¼ of the SW¼ of said Section 26 and 525.99 feet North of the Southwest corner thereof; thence due East and right angles to said Route BB Centerline 40 feet to the true point of beginning of subject tract. Said point also being on the Easterly right-of-way line of said Missouri Route BB; thence Northerly along the Easterly right-of-way line of said Missouri Route BB, to a point on the Westerly extension of the South line of the THE BREEZEWAY EXCLUSIVE BUSINESS PARK, a subdivision of land now in the City of Grain Valley, Jackson County, Missouri; thence Easterly along the Southerly line of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, to the most Southerly Southeast corner of Lot 14 of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, thence Easterly to the most Southerly Southwest corner of Lot 12 of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, thence Easterly along the Southerly line of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK to the Southeast corner thereof, said point also being the Northeast corner of the SE¼ of the SW¼ of said Section 26; thence Southerly along the East line of the SE¼ of the SW¼ of said Section 26, to a point 378.80 feet, South of the North line thereof; thence West along a line 378.80 feet South of and parallel with the North line of the SE¼ of the SW¼ of said Section 26, to a point on the East line of the E½ of the W½ of the

SE¼ of the SW¼ of said Section 26; thence Southerly along the East line of the E½ of the W½ of the SE ¼ of the SW¼ of said Section 26 to a point on the North right-of-way line of Interstate Highway No. 70, as now established; thence Westerly along the North right-of-way line of said Highway No. 70 to a point on the West line of the E½ of the W½ of the SE¼ of the SW¼ of said Section 26; thence Southerly along the West line of the E½ of the W½ of the SE¼ of the SW¼ of said Section 26 to a point on the Northerly edge of the westbound exit ramp of Interstate Highway No. 70; thence Westerly along the Northerly edge of said exit ramp to a point on the Southerly extension of the Easterly right-of-way line of said Missouri State Route BB; thence northerly along the Southerly extension of the Easterly right-of-way line said Missouri Route BB, to the point of beginning, except for that part thereof designated as Parcel 12, Tracts I and II, and Parcel 13 described below:

PARCEL 12 - TRACT I

Commencing at the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in the City of Grain Valley, Jackson County, Missouri, thence North 00 degrees 50 minutes 00 seconds West along the West line of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, a distance of 525.99 feet, thence North 89 degrees 18 minutes 41 seconds East, a distance of 403.93 feet; thence North 00 degrees 02 minutes 59 seconds East, a distance of 90.87 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 15.00 feet to the True Point of Beginning of this description; thence continuing North 89 degrees 18 minutes 41 seconds East, a distance of 225.46 feet to a point that is 19.00 feet West of the East line of the West One half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30; thence South 00 degrees 52 minutes 03 seconds East parallel to and 19.00 feet West of the East line of the West One half of said Quarter Quarter Section, a distance of 328.38 feet to a point on the

Northerly right of way line of Interstate Route 70 as now established; thence South 78 degrees 29 minutes 59 seconds West along said Northerly right of way line, a distance of 154.84 feet, thence North 71 degrees 28 minutes 05 seconds West along the Northerly right of way line of Interstate Route 70, a distance of 19.83 feet:, thence North 18 degrees 31 minutes 55 seconds East, a distance of 37.50 feet; thence South 71 degrees 28 minutes 05 seconds East, a distance of 34.50 feet, thence North 18 degrees 31 minutes 55 seconds East, a distance of 5.00 feet: thence North 71 degrees 28 minutes 05 seconds West, a distance of 34.50 feet; thence North 18 degrees, 31 minutes 55 seconds East, a distance of 6.55 feet; thence North 71 degrees 28 minutes 05 seconds West, a distance of 10.00 thence South 18 degrees 31 minutes 55 seconds West, a distance of 6.55 feet; thence North 71 degrees 28 minutes 05 seconds West, a distance of 30.50 feet; thence south 18 degrees 31 minutes 55 seconds West, a distance of 5.00 feet; thence South 71 degrees 28 minutes 05 seconds East, a distance of 30.50 feet; thence South 18 degrees 31 minutes 55 seconds West, a distance of 37.50 feet to a point on the Northerly right of way line at Interstate Route 70; thence North 71 degrees 28 minutes 05 seconds West along said Northerly right of way line, a distance of 51.75 feet; thence North 18 degrees 31 minutes 55 seconds East, a distance of 12.00 feet to the point of curve to the left having a radius of 114.07 feet; thence Northeasterly and Northwesterly along said curve to the left, a distance of 58.39 feet to the point of tangent of said curve; thence North 10 degrees 47 minutes 44 seconds West, a distance of 21.62 feet to the point of curve to the right having a radius of 286.03 feet; thence Northwesterly and Northerly along said curve to the right, a distance of 54.14 feet to the point of tangent of said curve; thence North 00 degrees 02 minutes 59 seconds East, a distance of 186.26 feet to the True Point of Beginning of this description.

PARCEL 12 - TRACT II

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in the City of Grain Valley, Jackson County, Missouri; thence North 00 degrees 50 minutes 00 seconds West along the West line of the Southeast Quarter of the Southwest Quarter of section 26, Township 49, Range 30, a distance of 525.99 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 403.93 feet; thence North 00 degrees 02 minutes 59 seconds East a distance of 90.87 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 240.46 feet to the True Point of Beginning of this descriptions thence continuing North 89 degrees 18 minutes 41 seconds East, a distance of 19.00 feet to a point on the East line of the West One half of the Southeast Quarter of the southwest Quarter of said Section 26, Township 49, Range 30; thence South 00 degrees 52 minutes 03 seconds East along the East line of the West One half of the Southeast Quarter of the Southwest Quarter of said Section 26, a distance of 324.51 feet thence South 78 degrees 29 minutes 50 seconds West, a distance of 19.39 feet; thence North 00 degrees 52 minutes 03 seconds East, a distance of 328.38 feet to the True Point of Beginning of this description.

PARCEL 13

A tract of land in the West one-half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in Jackson County, Missouri, more particularly described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 44 minutes 52 seconds West along the South line of said Southwest Quarter a distance of 1330.41 feet to the Southwest corner of said Quarter Quarter Section; thence North 00 degrees 50 minutes 00 seconds West along the West line of said Quarter Quarter Section a distance of 525.99 feet to a point on the North line of a tract of land conveyed to the State of

Missouri for Interstate Route No. I-70 right of way as recorded in Document No. 729919 in Book 1344 at Page 135; thence North 89 degrees 18 minutes 41 seconds East along said North line and along the North line of the tract of land described in Document No. I-313125 recorded in Book I-811 at Page 54, a distance of 327.51 feet to the Northeast corner of the last said tract; thence South 00 degrees 02 minutes 59 seconds West a distance of 165.94 feet (deed 164.35 feet) to a point on the Northerly line of a tract of land conveyed to the State Highway Commission of Missouri, as described in Document No. 727313 in Book 1336 at Page 570 on July 9, 1959; thence South 36 degrees 04 minutes 30 seconds East along said Northerly right of way line a distance of 67.58 feet; thence continuing along said Northerly right of way on a bearing of South 71 degrees 28 minutes 05 seconds East a distance of 107.75 feet to the True Point of Beginning of this description; thence North 18 degrees 31 minutes 55 seconds East a distance of 37.50 feet; thence North 71 degrees 28 minutes 05 seconds West a distance of 30.50 feet; thence North 18 degrees 31 minutes 55 seconds East a distance of 5.00 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 30.50 feet; thence North 18 degrees 31 minutes 55 seconds East a distance of 6.55 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 10.00 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 6.55 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 34.50 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 5.00 feet; thence North 71 degrees 28 minutes 05 seconds West a distance of 34.50 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 37.50 feet to a point on the Northerly right of way line of Interstate Route No. I-70; thence North 71 degrees 28 minutes 05 seconds West along the Northerly right of way line of said Interstate Route No. I-70 a distance of 10.00 feet to the True Point of Beginning of this description, EXCEPT that part, if any, in roads.

EXHIBIT A-2
BOUNDARY DESCRIPTION OF ADDITIONAL PROPERTY TO BE ADDED TO COMMUNITY IMPROVEMENT DISTRICT

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

EXHIBIT A-3

CID DISTRICT MAP

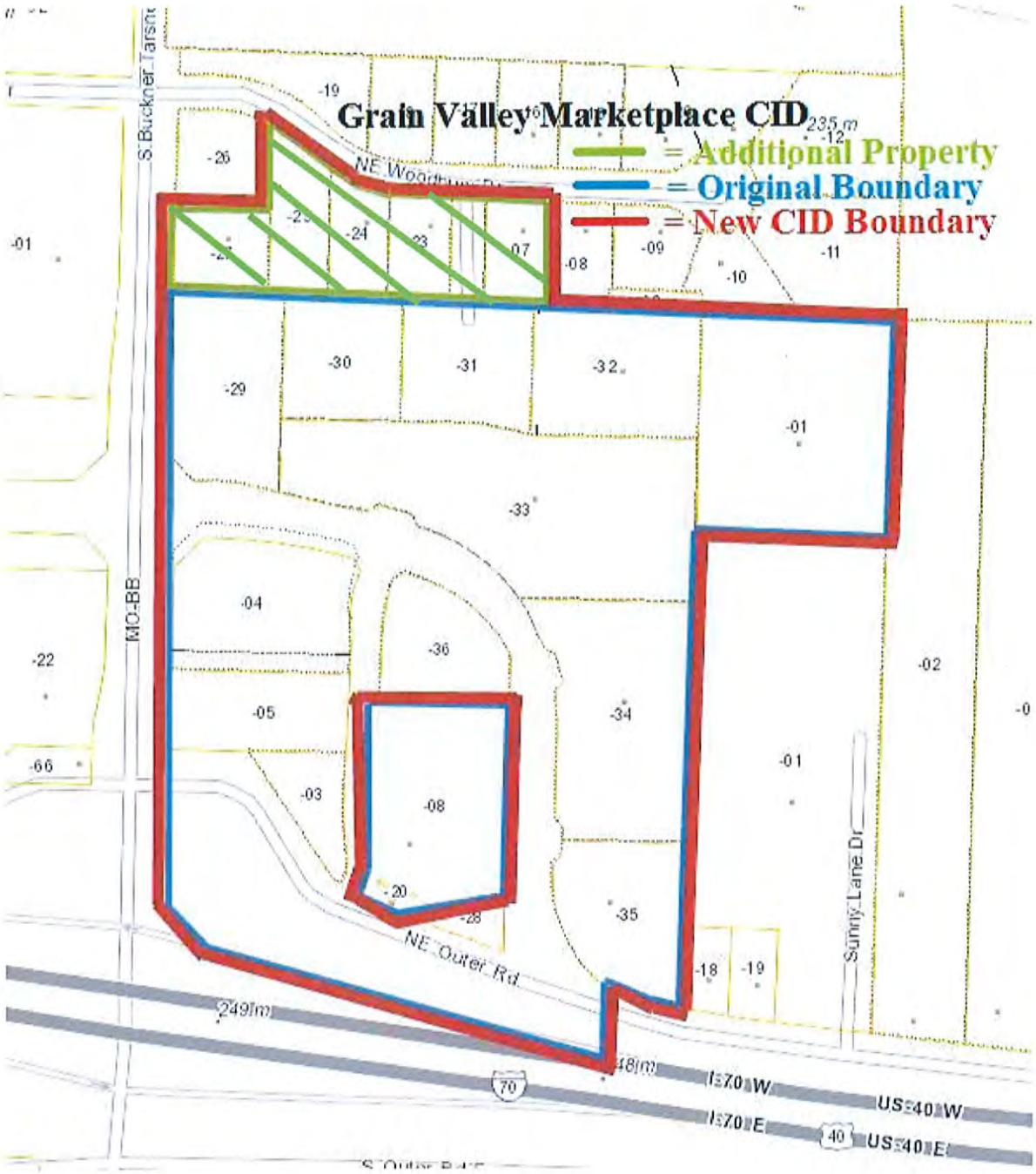

EXHIBIT B

ORIGINAL PETITION FOR THE ESTABLISHMENT OF THE

GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

(SEE ATTACHED)

EXHIBIT C

FIRST AMENDMENT TO THE ORIGINAL PETITION FOR THE ESTABLISHMENT OF THE GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

(SEE ATTACHED)

LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Memo

To: Mayor and Board of Aldermen
Ryan Hunt, City Administrator

From: Joe Lauber, City Special Economic Development Legal Counsel

Date: March 9, 2016

Re: Outline of Key Points of Petition to Add Property to the Grain Valley Marketplace Community Improvement District

---

ISSUE/REQUEST: The owners of more than 50% of real property within the proposed area to be added to the Grain Valley Marketplace Community Improvement District ("CID" or "District") have requested the Board of Aldermen consider the adoption of an ordinance approving the addition of property to the CID. The CID is a component of the financing for the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan ("TIF Plan"). More specifically, the CID provides funding for CID eligible improvements and operation and administration of the District.

BACKGROUND/EXPLANATION: On February 22, 2016, STAR Acquisitions, Inc. ("Developer"), on behalf of certain property owners within the proposed area to be added to the CID ("Petitioners") filed with the City Clerk a Petition to Add Property to the Grain Valley Marketplace Community Improvement District (the "Petition") pursuant to Sections 67.1401 through 67.1571, RSMo, (the "CID Act").

Upon receipt of the Petition, the City Clerk with the assistance of the City's special counsel, reviewed the Petition and determined on or about February 24, 2016, that the Petition substantially complies with the requirements of Sections 67.1421.2 and 67.1441.2, RSMo.

The CID Act requires the Board of Aldermen to hold a public hearing and further provides that after the close of the public hearing, the Board of Aldermen may adopt an ordinance approving the petition and adding property to the District as set forth in the petition. The City provided the statutorily required notice of a public hearing on the addition of property to the district. On March 14, 2016, the Board of Aldermen will hold a public hearing to consider the Petition.

Summary of Contents of CID Petition

- Signed by more than 50% of the owners of property located within the proposed area to be added measured on a "per-capita" and an assessed value basis. In this case the Property to be added is owned by a single entity, Breeze Investments, LLC. Mr. Casey, member of the Breeze Investments, LLC signed the Petition. Therefore the Petition was signed by 100% of the property owners by both per-capita and assessed value basis.

- Name of District: the Grain Valley Marketplace Community Improvement District.

- A legal description and map of the District were attached to the Petition as required by statute

- If the annexation is approved the existing district, including the newly annexed property, (the "Expanded District") will continue to operate as a political subdivision of the State of Missouri

- District Governance:

    - The District will continue to be governed by a 5-member Board of Directors

    - The operation and composition of the Board of Directors and the procedures for appointing interim and successor directors of the Expanded District shall continue as prescribed by the CID Act and the Original Petition.

- Funding Mechanisms:

    - 1% sales tax to assist in funding of certain improvements and services that serve the property within the District. The District Sales Tax shall continue as described in the Original Petition and approved by the qualified voters of the CID, and shall apply to the Expanded District.

- Term of Existence:

    - The District shall remain in existence for the lifetime of the Grain Valley Marketplace TIF, plus the earlier of (a) seven (7) years; or (b) the length of time required to reimburse all post-TIF CID-eligible expenses, plus any other CID-eligible expenses.

    - The Petition does not propose to change the term of existence.

- Blight Determination:
    - The Petitioners are seeking a blight finding as to the area being added to the District and that revenues are reasonably anticipated to assist with remediation of the blighted conditions within the District and will serve a public purpose.
- Five Year Plan (Exhibit B to the Original Petition):
    - This Petition does not propose to change anything in the Five Year Plan.

STAFF RECOMMENDATION: After conducting a thorough review of the Petition, along with the assistance of Lauber Municipal Law, LLC, the City's special counsel for economic development matters, it is City staff's and consultant's conclusion that the Board of Aldermen has the information necessary to approve the Petition for the Addition of Property to the Grain Valley Marketplace CID**.**

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016 & 03/28/2016	
BILL NUMBER	B16-05	
AGENDA TITLE	**AN ORDINANCE APPOINTING CHENÉY PARRISH AS THE CITY CLERK OF THE CITY OF GRAIN VALLEY**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not applicable
	Budget Line Item:	Not applicable
	Balance Available:	Not applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To appoint Chenéy Parrish as the City Clerk for the City of Grain Valley	
BACKGROUND	In a special meeting held February 18, 2016, the Board of Aldermen voted to offer Chenéy Parrish the position of City Clerk. This ordinance will certify the results of the vote.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	Board of Aldermen recommends approval	
DEPARTMENT RECOMMENDATION	Staff recommends approval	
REFERENCE DOCUMENTS ATTACHED	Ordinance	

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B16-05*

INTRODUCED BY:
ALDERMAN JOHNSTON

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE APPOINTING CHENÉY PARRISH AS THE CITY CLERK OF THE CITY OF GRAIN VALLEY

WHEREAS, Section 115.200 of the Municipal Code of the City of Grain Valley directs the Board of Aldermen to elect a Clerk to be known as the City Clerk, whose duties and term of office shall be fixed by ordinance; and

WHEREAS, Chapter 79 of Missouri State statute requires a City Clerk be employed by the City; and

WHEREAS, at a special meeting held on February 18, 2016, the Board of Aldermen of the City of Grain Valley voted to appoint Chenéy Parrish as the City Clerk;

WHEREAS, in compliance with City code, the City Clerk is to be recognized by ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Chenéy Parrish is appointed as the City Clerk of the City of Grain Valley and is authorized to perform all duties as City Clerk.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2016*, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____

MAYOR _____
(in the event of a tie only)

Approved as to form:

Matt Geary City Attorney	Mike Todd Mayor

ATTEST:

Khalilah Holland
Executive Administrative Assistant

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016 & 03/28/2016	
BILL NUMBER	B16-06	
AGENDA TITLE	**AN ORDINANCE APPOINTING KHALILAH HOLLAND AS DEPUTY CITY CLERK OF THE CITY OF GRAIN VALLEY, MISSOURI**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administration	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To verify Khalilah Holland is the Deputy City Clerk and will have full authority as City Clerk in the absence of the appointed City Clerk	
BACKGROUND	None	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff recommends approval	
REFERENCE DOCUMENTS ATTACHED	Ordinance	

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B16-06*

INTRODUCED BY:
ALDERMAN ARNOLD

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE APPOINTING KHALILAH HOLLAND AS DEPUTY CITY CLERK OF THE CITY OF GRAIN VALLEY, MISSOURI

WHEREAS, Section 115.200 of the Municipal Code of the City of Grain Valley directs the Board of Aldermen to elect a Clerk to be known as the City Clerk, whose duties and term of office shall be fixed by ordinance; and

WHEREAS, Chapter 79 of Missouri State statute requires a City Clerk be employed by the City; and

WHEREAS, to remain in compliance with State Statute and City Code, the Deputy City Clerk is to be established by ordinance when performing in the official capacity of the City Clerk in the absence of the appointed City Clerk.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Khaliah Holland is the appointed Deputy City Clerk of the City of Grain Valley, Missouri.

SECTION 2: The Deputy City Clerk has full authority as City Clerk in the absence of the appointed City Clerk.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2016*, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____

MAYOR _____
(in the event of a tie only)

Approved as to form:

Matt Geary City Attorney	Mike Todd Mayor

ATTEST:

Chenéy Parrish
City Clerk

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Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016	
BILL NUMBER	R16-10	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING KIM ROAM TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION FOR A FOUR (4) YEAR TERM**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not applicable
	Budget Line Item:	Not applicable
	Balance Available:	Not applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To reappoint member to the Industrial Development Authority Corporation	
BACKGROUND	In compliance with State Statute and Ordinance set by the City of Grain Valley; the appointment of members to the Industrial Development Authority Corporation is necessary	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff recommends approval	

REFERENCE DOCUMENTS ATTACHED	Resolution

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

March 14, 2016

RESOLUTION NUMBER
R16-10

SPONSORED BY
ALDERMAN WEST

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING KIM ROAM TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION FOR A FOUR (4) YEAR TERM

WHEREAS, the Board of Aldermen of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizen participants; and

WHEREAS, as prescribed by State Statute and City Ordinance, The Grain Valley Industrial Development Authority Corporation was formed by the adoption of Ordinance *#2211* on February 27, 2012; and

WHEREAS, the Industrial Development Authority was formed for the purpose of promoting commercial and industrial development, including the development of facilities; and

WHEREAS, Kim Roam is a duly qualified citizen of Grain Valley and desires to serve his community by participating on the Industrial Development Authority Corporation; and

WHEREAS, the Mayor of Grain Valley, Michael Todd, wishes to reappoint Kim Roam to the Industrial Development Authority Corporation.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's reappointment of Kim Roam to the Grain Valley Industrial Development Authority Corporation.

SECTION 2: Kim Roam is reappointed to a four year term.

BE IT FURTHER RESOLVED that the Mayor and Board of Aldermen extend to Kim Roam their sincerest appreciation, in advance, for his time and consideration in serving their community.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2016.

_____
Mike Todd
Mayor

ATTEST:

_____
Khalilah Holland
Deputy City Clerk

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016	
BILL NUMBER	R16-11	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING MICHAEL SWITZER TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION FOR A TWO (2) YEAR TERM**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not applicable
	Budget Line Item:	Not applicable
	Balance Available:	Not applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To reappoint member to the Industrial Development Authority Corporation	
BACKGROUND	In compliance with State Statute and Ordinance set by the City of Grain Valley; the appointment of members to the Industrial Development Authority Corporation is necessary	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff recommends approval	

REFERENCE DOCUMENTS ATTACHED	Resolution

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

March 14, 2016

RESOLUTION NUMBER *R16-11* | SPONSORED BY *ALDERMAN WEST*

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING MICHAEL SWITZER TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION FOR A TWO (2) YEAR TERM

WHEREAS, the Board of Aldermen of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizen participants; and

WHEREAS, as prescribed by State Statute and City Ordinance, The Grain Valley Industrial Development Authority Corporation was formed by the adoption of Ordinance *#2211* on February 27, 2012; and

WHEREAS, the Industrial Development Authority was formed for the purpose of promoting commercial and industrial development, including the development of facilities; and

WHEREAS, Michael Switzer is a duly qualified citizen of Grain Valley and desires to serve his community by participating on the Industrial Development Authority Corporation; and

WHEREAS, the Mayor of Grain Valley, Michael Todd, wishes to reappoint Michael Switzer to the Industrial Development Authority Corporation.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's reappointment of Michael Switzer to the Grain Valley Industrial Development Authority Corporation.

SECTION 2: Michael Switzer is reappointed to a two year term.

BE IT FURTHER RESOLVED that the Mayor and Board of Aldermen extend to Michael Switzer their sincerest appreciation, in advance, for his time and consideration in serving their community.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2016.

_____
Mike Todd
Mayor

ATTEST:

_____
Khalilah Holland
Deputy City Clerk

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016	
BILL NUMBER	R16-12	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING PENNY KRUSE TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION FOR A TWO (2) YEAR TERM**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not applicable
	Budget Line Item:	Not applicable
	Balance Available:	Not applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To reappoint member to the Industrial Development Authority Corporation	
BACKGROUND	In compliance with State Statute and Ordinance set by the City of Grain Valley; the appointment of members to the Industrial Development Authority Corporation is necessary	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff recommends approval	

REFERENCE DOCUMENTS ATTACHED	Resolution

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

March 14, 2016

RESOLUTION NUMBER *R16-12* | SPONSORED BY *ALDERMAN WEST*

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING PENNY KRUSE TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION FOR A TWO (2) YEAR TERM

WHEREAS, the Board of Aldermen of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizen participants; and

WHEREAS, as prescribed by State Statute and City Ordinance, The Grain Valley Industrial Development Authority Corporation was formed by the adoption of Ordinance *#2211* on February 27, 2012; and

WHEREAS, the Industrial Development Authority was formed for the purpose of promoting commercial and industrial development, including the development of facilities; and

WHEREAS, Penny Kruse is a duly qualified citizen of Grain Valley and desires to serve her community by participating on the Industrial Development Authority Corporation; and

WHEREAS, the Mayor of Grain Valley, Michael Todd, wishes to reappoint Penny Kruse to the Industrial Development Authority Corporation.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's reappointment of Penny Kruse to the Grain Valley Industrial Development Authority Corporation.

SECTION 2: Penny Kruse is reappointed to a two year term.

BE IT FURTHER RESOLVED that the Mayor and Board of Aldermen extend to Penny Kruse their sincerest appreciation, in advance, for her time and consideration in serving their community.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2016.

_____
Mike Todd
Mayor

ATTEST:

_____
Khalilah Holland
Deputy City Clerk

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	3/14/2016	
BILL NUMBER	R16-13	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH VF ANDERSON BUILDERS LLC FOR GRAIN VALLEY'S "WATER MAIN REPLACEMENTS PROJECT No. 18214.004"**	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Ken Murphy, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	$331,176.00
	Budget Line Item:	600-60-79400
	Balance Available:	$670,000
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To replace water infrastructure along north Thieme Street, and Minter Ave. Also install new water infrastructure along Ryan Road and Minter Road.	
BACKGROUND	These water lines were described in the original Ponzer-Youngquist water system study as in need of replacement and needed for proper water line looping and fire protection.	
SPECIAL NOTES	N/A	
ANALYSIS	Contractor References have been verified and found positive.	
PUBLIC INFORMATION PROCESS	Project was open to public bid and accepted on January 26th 2016.	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Project Manual, MEMO

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

March 14, 2016

RESOLUTION NUMBER
R16-13

SPONSORED BY
ALDERMAN PALECEK

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH VF ANDERSON BUILDERS LLC FOR GRAIN VALLEY'S "WATER MAIN REPLACEMENTS PROJECT No. 18214.004"

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, must approve all contacts; and

WHEREAS, VF Anderson Builders LLC responded to a call for sealed bids for construction of Grain Valley's Water Main Replacement project; and

WHEREAS, staff has reviewed VF Anderson Builders LLC references and recent projects list and have found them to be valid and positive; and

WHEREAS, new water infrastructure is necessary for improved quality of service, better fire flows and replacement of old failing pipe works, and

WHEREAS, the Board of Aldermen have reviewed this recommendation and believe it to be in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator shall enter into a contract with VF Anderson Builders LLC for construction services.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2016.

_____
Mike Todd
Mayor

ATTEST:

_____
Khalilah Holland
Executive Administrative Assistant

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Memorandum

To: Board of Aldermen/Ken Murphy

From: Richard Arroyo, P.E.

Date: 2-16-16

Re: Grain Valley Water Main Replacement

On January 26th 2016 the City of Grain Valley accepted eight bids for Grain Valley's Water Main Replacement Project No. 18214.004. The contractors and bid amounts are as follows:

Radmacker Bro. Excavating	$577,777.00
Triple C Underground	$473,770.00
Holthouse Construction	$444,108.00
Redford Construction	$426,008.00
Gene Hale Excavating Inc.	$408,023.00
M&M Utilities	$405,425.00
Earthworks Excavation	$341,769.00
VF Anderson Builders	$331,176.00
Engineers Estimate	$439,290.00

The three low bidders from lowest to highest were VF Anderson Builders, Earthworks Excavating, and M&M Utilities. Staff evaluated each bid for errors and consistency with reasonable bid amounts for each line item. We also compared the line item amounts to the engineers estimate provided by our consulting engineer, Bartlett & West, and found all bids to be reasonably in line with market value. Staff asked for and received references from the low bidder VF Anderson Builders. All references were examined through phone conversations and were all found to be in good standing. VF Anderson Builders had projects which appeared to be good quality and equivalent to expectations asked in our water main replacement project.

After examining all references and equivalent projects, Staff recommends awarding the Grain Valley Water Main Replacement Project No. 18214.004 to VF Anderson Builders based on verified references, quality of workmanship on comparative projects, and competitive bid amount.

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PROJECT MANUAL

FOR THE

WATER MAIN REPLACEMENTS

FOR THE

CITY OF GRAIN VALLEY, MISSOURI

BW – W.O. No. 18214.004

AUGUST 2015

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BARTLETT & WEST

PROJECT MANUAL

FOR THE

WATER MAIN REPLACEMENTS

FOR THE

CITY OF GRAIN VALLEY, MISSOURI

AUGUST, 2015

BARTLETT & WEST INC.
228 NW EXECUTIVE WAY
LEES SUMMIT, MISSOURI 64063

Engineer's Project No. 18214.004

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BARTLETT & WEST

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Section No.	Description
00020	Invitation to Bid
C-200	Instructions to Bidders
C-201	Modifications to Instructions to Bidders
C-410	Bid Form
C-430	Bid Bond
C-510	Notice of Award
C-520	Agreement
C-550	Notice to Proceed
C-610	Performance Bond
C-615	Payment Bond
C-620	Contractor's Application for Payment
C-625	Certificate of Substantial Completion
C-700	General Conditions
C-820	Supplementary Conditions

- Exhibit A – Duties, Responsibilities, and Limitations of Resident Project Representative

C-860	Affidavit of Contractor
C-941	Change Order
C-942	Field Order
	Consultant's Construction Report

Other Supplemental Requirements

- Affidavit of Compliance with the Prevailing Wage Law
- Affidavit of Work Authorization
- Wage Determination (Missouri)

TECHNICAL SPECIFICATIONS

PSP-1 -- PROJECT SPECIAL PROVISIONS

SECTION 01120	MEASUREMENT AND PAYMENT
SECTION 01510	TRACER WIRE
SECTION 02440	BORING OF PIPE
SECTION 02450	UNDERGROUND CROSSINGS
SECTION 15060	PIPE AND PIPE FITTINGS

DRAWINGS

DRAWING SHEETS 1-14

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BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

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DOCUMENT 00020

INVITATION TO BID

1. **PROJECTS**: Water Main Replacements, City of Grain Valley, Missouri

2. **BIDS RECEIVED UNTIL 3:00 PM, Tuesday, January 26th, 2016**, at the **City of Grain Valley, Council Chambers of City Hall, 711 Main Street, Grain Valley, Missouri (the Owner)**, at which time and place bids will be publicly opened and read aloud.

3. **DESCRIPTION OF WORK:** The work generally consists of the construction of approximately 3,200 feet of 8-inch and 12-inch PVC water main including crossings, valves, hydrants, service meter pits, service line, restoration of asphalt and concrete pavement and sidewalk repair, testing, disinfection, grading, seeding, and cleanup along with all appurtenant work complete and ready for service, including temporary facilities, traffic control, and erosion control as required and in conformance with the Contract Documents.

4. **ALL BIDS:** must be in accordance with the Project Manual and Drawings on file at Public Works, 711 Main Street, Grain Valley, Missouri, 64029 the issuing office. Bids will be received on a unit price basis for the Water Main Replacements including any Alternative bid items as described in the Bid Documents.

5. **BID DOCUMENTS:**
   5.1 Digital copies of the bid documents are available at www.bartwest.com or www.questcdn.com. Bidding documents may be downloaded for $25.00 by entering the Quest project #4216187 on the project search page. There will be no refund for this deposit. Optional paper copies (Drawing Size-11"x17") may be obtained from Bartlett & West, 228 NW Executive Way, Lee's Summit, Missouri 64063 upon receipt of a non-refundable deposit of $75.00. Please make checks payable to Bartlett & West.

   5.2 Copies of the project drawings and project manual are not returnable.

   5.3 Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance with membership registration or questions regarding downloading of the bid package. Please direct any questions concerning the project drawings and project manual to Bartlett & West.
   5.4 Paper copies of the Project Drawings and Project Manual may be examined at the following locations:

Bartlett & West 228 NW Executive Way Lee Summit, Missouri 64063 (816) 525-3562	City of Grain Valley Public Works 711 Main Street Grain Valley, Missouri 64029

6. **WORK TIMING:** The Work is to be commenced within fifteen calendar days after the Notice to Proceed is issued. Substantial Time of Completion including testing of the entire Water Main system and piping and related work on site and ready for use is to be 90 Calendar Days from the date of Notice to Proceed, and the Final Completion date is to be 120 Calendar Days from the date of Notice to Proceed.

7. **BIDDERS' QUESTIONS AND COMMENTS** relative to these bidding documents should be submitted to the City. Comments should reach this office no later than three (3) calendar days prior to the date set for opening of bids, in order that changes, if needed, may be added by addendum.

8. **PRE-BID CONFERENCE:** A pre-bid conference is planned for January 19, 2016 at 2:00 PM at the Council Chambers at 711 Main Street, Grain Valley, Missouri for this contract, attendance is not mandatory but strongly encouraged.

9. **BIDDERS:** on this work shall name subcontractors, and manufacturers as listed on the Bid Form.

10. **BID SECURITY REQUIREMENTS:** All bids must be accompanied by a certified check, cashier's check or a bid bond for not less than five percent **(5%)** of the base bid amount, made payable to the City of Grain Valley.

11. **AWARD OF THE CONTRACT** will be made on the basis of the lowest responsive, responsible evaluated bid for each of the three project areas for a total of three possible contracts. Payment for work under this contract will be made on the basis set forth in the General Conditions.

12. **BID ACCEPTANCE OR REJECTION:** Owner reserves the right to reject any or all bids and to waive irregularities therein, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. All Bidders must agree that such rejection shall be without liability on the part of the Owner for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the Owner because of such rejections, and the filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

13. **NOTIFICATION OF PREVAILING WAGE:** This project is a Prevailing Wage project requiring compliance with Missouri State Prevailing Wages and that weekly Certified Payroll Reports be submitted along with Lien Waivers when each pay request is submitted.

14. **PERFORMANCE, ONE YEAR MAINTENANCE BOND, AND PAYMENT BONDS** are required under this project. One Year Maintenance Bond is to comply with Municipal code.

15. **SUBMITTAL:** Submit written bids and security in an opaque, sealed envelope. Identify the envelope as follows:

Bid for:	**Project 1: Water Main Replacements**
Item:	Bid Form and Bid Security
To:	CITY OF GRAIN VALLEY Public Works 711 Main Street Grain Valley, Missouri 64029
Bid of:	_____ _____ _____

DO NOT OPEN UNTIL 3 PM, Tuesday, January 26, 2016

INSTRUCTIONS TO BIDDERS

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BARTLETT & WEST

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state contractor license number, if applicable.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

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4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

C. The costs associated with making the requested copies will be charged at their current applicable charge rates.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

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D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";.

E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at (per Invitation to Bid) ~~[a.m.]~~ local time on (per Invitation to Bid) at __. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

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ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5.0** 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 attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until 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 returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required 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 whom 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 Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or

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entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder’s name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

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ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

14.04 *Completion Time Comparisons*

A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

A. Bid Bond

B. Other Documents:

1. Affidavit of Work Authorization

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed as indicated in the invitation to Bids.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

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16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required

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number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from **Missouri** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. will be provided). Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – CONTRACTS TO BE ASSIGNED

24.01 Owner as "Buyer" [has executed] [will execute] a contract with _____ as "Seller" for the procurement of goods and special services for _____. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "Seller," who will become a Supplier to Contractor.

24.02 Bidders may examine the contract documents used by the Owner for the procurement of goods and special services for _____ at _____.

ARTICLE 25 – PARTNERING

25.01 Owner intends to participate in a partnering process with Contractor. The process is intended to help develop better and more effective communication and mutual understanding of common goals. The objectives of the process will be to achieve effective and efficient performance of the Work and completion of the Work within the Contract Price and Contract Times, all in accordance with the Contract Documents.

25.02 Participation in the partnering process will be voluntary. To initiate the process, within ____days after the Notice to Proceed the key personnel of Owner, Engineer, Contractor, and Contractor's major Subcontractors will be invited to attend a one-day seminar followed by a one-day team building workshop to develop a partnering statement. The seminar and the workshop will be conducted by a neutral facilitator at a time and location agreed to by Owner and Contractor in the general vicinity of the Site.

25.03 The facilitator will be selected by Owner, subject to approval by Contractor. Costs of the facilitator and facilities for the initial seminar and workshop will be paid by Owner. Thereafter, all facilitator-related and facilities costs will be shared equally by Owner and Contractor with no change in the Contract Price. Each party will pay all costs associated with the participation of its own personnel.

25.04 It is intended that the initial seminar and workshop sessions be followed by periodic half-day evaluation sessions approximately every 90 days as agreed to by Owner and Contractor.

25.05 A primary objective of the partnering process is to maximize the potential for resolution of disputes in a timely and non-adversarial manner. The use of alternative dispute resolution (ADR) methods will be encouraged in order to promote and maintain amicable working relationships among the parties. In the event that ADR procedures are unsuccessful, the dispute resolution provisions set forth in the Contract Documents will be employed.

25.06 These provisions express the intent and spirit of the partnering process, and nothing stated herein or in the partnering statement shall change in any way the rights, responsibilities, and obligations of the parties as set forth in the Contract Documents. The partnering statement will not be a part of the Contract Documents and will not modify any defense, claim, obligation, or right that otherwise exists.

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DOCUMENT 201

MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

These modifications to the Instruction to Bidders amend or supplement the Instruction to Bidders, Document 200, of this Project Manual, as listed below. All provisions which are not so amended or supplemented shall remain in full force and effect.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS.

1. Paragraph 2.01 is modified as follows:

    a. Delete the word “deposit” in the first sentence.
    b. Delete the last sentence in its entirety.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

1. Delete this Article in its entirety. Only the Article title remains for numerical continuity.

ARTICLE 25 – PARTNERING

1. Delete this Article in its entirety. Only the Article title remains for numerical continuity.

END OF SECTION

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BARTLETT & WEST

BID FORM

WATER MAIN REPLACEMENTS

CITY OF GRAIN VALLEY, MISSOURI

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Excelsior Springs, Missouri

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site 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. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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BID FORM- GRAIN VALLEY WATER MAIN REPLACEMENTS					
Base Bid --Water Main Replacments					
Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**
1	Mobilization	LS	1.0		
2	8" PVC C900 DR18 Water Main	LF	954		
3	12" PVC C900 DR18 Water Main	LF	2290		
4	Install 12" Gate Valve & Valve Box	EA	4.0		
5	Install 8" Gate Valve & Valve Box	EA	5.0		
6	Install 6" Gate Valve & Valve Box	EA	3.0		
7	Standard Connection to Existing Water Main	EA	6.0		
8	Connection of Service Line, Inc. Tap & Corp. Stop	EA	22.0		
9	Construct 3/4" Type K Copper Service Line	LF	715		
10	Directional Bored Service Line	LF	210		
11	Install Hydrant and Valve Assembly	EA	7.0		
12	Remove & Replace Asphalt Pavement	SY	202		
13	Remove & Replace Concrete Pavement/Drives	SY	448		
14	Remove & Replace Gravel Pavement	SY	20.0		
15	Remove & Replace Concrete Curb & Gutter	LF	10.0		
16	Remove & Replace Concrete Sidewalk	SY	9.0		
17	Remove & Replace CMP Storm Pipe	LF	365		
18	Abandon Water Main	EA	6.0		
19	Clearing and Grubbing, Tree and Landscape Restoration	LS	1.0		
20	Seeding and Fertilizer	LS	1.0		
21	Temporary Traffic Control	LS	1.0		
22	Temporary Erosion Control	LS	1.0		
	TOTAL BASE BID PRICE-				

If awarded, the Contract or Contracts will be awarded per the Bid Documents and for the amount of the Base Bid Price at the Owner's discretion.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within _90_ calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within _120_ calendar days after the date when the Contract Times commence to run.

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ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of _____;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____

G. Required Bidder Qualification Statement with Supporting Data;

H. Other Documents:

1. Affidavit of Work Authorization

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _*[State where Project is located]*_ is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

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Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____ _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

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BARTLETT & WEST

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:
City of Grain Valley,
711 Main St
Grain Valley, MO 64029

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____ $ _____
(Words) (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	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above 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 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 Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

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.

Notice of Award

Date: _____

Project: Water Main Replacements	
Owner: City of Grain Valley, MO	Owner's Contract No.:
Contract:	Engineer's Project No.: 18214.004
Bidder:	
Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for ALL WORK [OR ALT WORK].

The Contract Price of your Contract is _____ Dollars ($_____).

Five (5) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Five (5) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner Five (5) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
   --Certificates of Insurance naming the Owner, Bartlett & West, as additional insured.

   --Note that the Agreement and bond forms are not dated. It is a requirement that these forms bear identical dates. You are requested to return all forms without dates so that they may be completed and dated when the Owner signs the Agreement.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

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BARTLETT & WEST

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

THIS AGREEMENT is by and between City of Grain Valley, 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:

Construction of approximately 3,200 feet of 8-inch and 12-inch PVC water main including crossings, valves, hydrants, service meter pits, service line, restoration of asphalt and concrete pavement and sidewalk repair, testing, disinfection, grading, seeding, and cleanup along with all appurtenant work complete and ready for service, including temporary facilities, traffic control, and erosion control as required and in conformance with the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Grain Valley, MO., Water Main Replacements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Bartlett & West, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

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completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner $2000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $5000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

B. No additional payment will be made for early completion of the project.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

    a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

    b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 4 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site 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 federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).

2. Performance bond (pages 1 to 3, inclusive).

3. Statutory bond (pages 1 to 2, inclusive).

4. Other bonds (pages 1 to 2, inclusive).

a. Bid Bond (pages 1 to 2, inclusive).

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5. General Conditions (pages 1 to 62, inclusive).

6. Supplementary Conditions (pages 1 to 12, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of as noted in Table of Contents sheets with each sheet bearing the following general title: Water Main Replacments.

9. Addenda (numbers 1 to 1, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages 1 to 5, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 1, inclusive).

    c. _____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages 1 to 1, inclusive).

    b. Work Change Directives.

    c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may

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not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

City of Grain Valley _____

By: _____

Title: Mayor _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(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.)

CONTRACTOR

_____

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

_____

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BARTLETT & WEST

Notice to Proceed

Date: xx, 2016

Project: Water Main Replacements	
Owner: City of Grain Valley	Owner's Contract No.:
Contract:	Engineer's Project No.: 18214.004
Contractor:	
Contractor's Address:	

You are notified that the Contract Times under the above Contract will commence to run on xx, 2016. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is 90 days, and the number of days to achieve readiness for final payment is 120 days.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

N/A .

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

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BARTLETT & WEST

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):
City of Grain Valley,
711 Main St.
Grain Valley, MO 64029

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*): Water Main Replacements, Grain Valley, MO

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form: The above said Contractor, as principal, does include and acknowledge the "Two Year Correction Period" as set forth in Article 13 of the General Conditions in accordance with the Project Manual and Project Drawings as prepared by Bartlett & West, Inc.

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

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

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

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

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

8. 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 Contractor Default or within two years after Contractor ceased working or within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

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BARTLETT & WEST

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):
City of Grain Valley,
711 Main St.
Grain Valley, MO 64029

CONTRACT
Effective Date of Agreement:
Amount:
Description *(Name and Location)*: Water Main Replacements, Grain Valley, MO

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

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BARTLETT & WEST

Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... $ _____

2. Net change by Change Orders..... $ _____

3. Current Contract Price (Line 1 ± 2)..... $ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... $ _____

5. RETAINAGE:

a. X _____ Work Completed..... $ _____

b. X _____ Stored Material..... $ _____

c. Total Retainage (Line 5a + Line 5b)..... $ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... $ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... $ _____

8. AMOUNT DUE THIS APPLICATION..... $ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

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Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C+D)	This Period				
	Totals							

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Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

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Stored Material Summary

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A	B	C	D		E		F		G
			Stored Previously		Stored this Month		Incorporated in Work		
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
		Totals							

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Certificate of Substantial Completion

Project: City of Grain Valley, MO, Water Main Replacements	
Owner: Grain Valley, MO	Owner's Contract No.:
Contract:	Engineer's Project No.: 18214.004

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

_____

_____

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

_____

The following documents are attached to and made part of this Certificate:

_____

_____

_____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

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1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

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professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

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or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

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Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

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B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

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1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

    b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

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1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

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insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

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against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

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2. *Substitute Items:*

   a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

   b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

   c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

   d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

      1) shall certify that the proposed substitute item will:

         a) perform adequately the functions and achieve the results called for by the general design,

         b) be similar in substance to that specified, and

         c) be suited to the same use as that specified;

      2) will state:

         a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

         b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

         c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

      3) will identify:

         a) all variations of the proposed substitute item from that specified, and

         b) available engineering, sales, maintenance, repair, and replacement services; and

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4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

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other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

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6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

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court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

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shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

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D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

    b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

    a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

    c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

    d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

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1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

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Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

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7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

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8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

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and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

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B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

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10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

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opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

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Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

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D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

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c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

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control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

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Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

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b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

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d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

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pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

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1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

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ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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DOCUMENT 00820

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Exhibit A	A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01 DEFINED TERMS

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions.

SC-2.01 DELIVERY OF BONDS AND EVIDENCE OF INSURANCE

Delete paragraph 2.01.A and insert the following in its place:

"A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds, and certificates of insurance, as delineated in paragraph 2.01.B, as Contractor may be required to furnish."

Add the following sentence immediately after the first sentence in paragraph 2.01.B:

All Certificates of Insurance shall utilize the ACORD 25-S form, most recent revision date."

SC-2.02 COPIES OF DOCUMENTS

Revise the first sentence of paragraph 2.02 to read as follows:

"OWNER shall furnish CONTRACTOR up to five (5) copies of the Contract Documents. "

SC-3.03 REPORTING AND RESOLVING DISCREPANCIES

Add the following new paragraph 3.03 C immediately after paragraph 3.03 B:

"3.03 C. Order of Precedence of Contract Documents

In resolving differenced resulting from conflicts, errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits
2. Change Orders
3. Contract Agreement
4. Specifications
5. Drawings

Within the Specifications, the order of precedence is as follows:

1. Addenda
2. Invitation to Bids
3. Instruction to Bidders
4. Supplementary General Conditions
5. General Conditions
6. Division 1, General Requirements
7. Technical Specifications
8. Referenced Standard Specifications

With reference to the Drawings, the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

SC-4.02 SUBSURFACE AND PHYSICAL CONDITIONS

Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

SC-4.06. HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

B. Not used.

SC-5.02 LICENSED SURETIES AND INSURERS

Add the following new paragraph immediately after paragraph 5.02.A:

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

SC-5.03. CERTIFICATES OF INSURANCE

Add the following new paragraph immediately after Paragraph 5.03.B:

C. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	Statutory
b. Applicable Federal (e.g., Longshoremen’s)	Statutory
c. Employer’s Liability	$ 500,000

2. Contractor’s General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and

eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

a.	General Aggregate	$ 2,000,000
b.	Products - Completed Operations Aggregate	$ 2,000,000
c.	Personal and Advertising Injury	$ 1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
e.	Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.	
f.	Excess or Umbrella Liability	
	1) General Aggregate	$ 5,000,000
	2) Each Occurrence	$ 5,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a.	Bodily Injury:	
	Each Person	$ 1,000,000
	Each Accident	$ 1,000,000
b.	Property Damage:	
	Each Accident	$ 1,000,000
c.	Combined Single Limit of	$ 1,000,000

Hired Auto and Employee Non-Owned Auto shall be included.

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a.	Bodily Injury:	
	Each Person	$ 2,000,000
	Each Accident	$ 2,000,000
b.	Property Damage:	
	Each Accident	$ 2,000,000
	Annual Aggregate	$ 2,000,000

5. Liability coverage for OWNER, ENGINEER, ENGINEER's Consultants and others listed in the Supplementary Conditions will be provided, subject to customary exclusions for professional liability:

a) By endorsement as additional insured on Contractor's Liability policy

SC-5.06 PROPERTY INSURANCE

Delete paragraph 5.06.A and subpart A.1 and A.7 in their entirety and insert the following in its place:

"A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, individuals or entities identified in the Supplementary Conditions, and the officers, directors

partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

7. be maintained in effect until final payment is made and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with and will contain waiver of subrogation provisions in accordance with paragraph 5.07 unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

SC-5.08 RECEIPT AND APPLICATION OF INSURANCE PROCEEDS

Delete paragraph 5.08.A and B in its entirety and insert the following in its place:
"A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. Contractor as fiduciary shall have power settle any loss with the insurers unless one of the parties in interest shall object in writing within 30 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall provide additional bond for the proper performance of such duties. "

SC-5.09 ACCEPTANCE OF BONDS AND INSURANCE

Delete the first sentence of paragraph 5.09.A in its entirety and insert the following in its place:

"If Owner has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Owner shall notify Contractor in writing thereof within thirty days after receipt of the certificates (or other evidence requested) required by paragraph 2.01.B. "

SC-5.11 OWNER'S PROTECTIVE LIABILITY INSURANCE

Add the following new paragraph 5.11 immediately after paragraph 5.10 of the General Conditions which is to read as follows:

"5.11. Owner's Protective Liability Insurance - Contractor Provided:

A. Contractor at his sole expense, shall purchase Owner's Protective Liability Insurance. This insurance shall be maintained in full force and effect for the duration of the Contract by Contractor and shall name Owner and Bartlett & West Engineers, Inc. as the named Insureds.

B. This insurance shall have the same limits of liability as the Comprehensive General Liability Insurance and shall protect Owner and Engineer against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by the negligent acts or omissions of Contractor or

Subcontractor or any agent, servant, worker or employee of Contractor or Subcontractor arising from the operations or Work hereunder."

SC-6.02 LABOR; WORKING HOURS

Add the following language at the end of the last sentence in paragraph 6.02.B:

"Regular working hours shall be between the hours of **7:00 am to 7:00 pm** Monday through Friday. "

Add the following new paragraph immediately after paragraph 6.02.B:

"C. The Contractor shall be responsible for the conduct of Contractor's employees and the employees of Subcontractors and suppliers on the Work site. The Contractor shall take immediate steps to remedy any activity that may be construed as discriminatory or that creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that are vulgar, profane, or racially or sexually derogatory."

SC-6.06 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Add the following sentence at the end of paragraph 6.06.C:

"Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor, Supplier or other individual or entity. "

Add the following new paragraphs 6.06.H. immediately after paragraph 6.06.G as follows:

"H. Subletting or assignment of contract. Work by Contractor. The Contractor shall perform, with his own organization, work amounting to not less than fifty (50) percent of the total Contract cost. The Contractor shall submit to the Engineer prior to award of the Construction Contract documentation which enables the Engineer to determine the dollar value and percentages of the work being performed by Subcontractor(s). If it is determined during the course of the work that the aggregate amount of the work being performed by Subcontractors exceeds fifty (50) percent of the Contract price without written authorization, the Contractor shall take appropriate actions to comply with these requirements before any additional progress payments can be made."

SC-6.09 LAWS AND REGULATIONS

Add the following new paragraph immediately after paragraph 6.09.C:

"D. Copies of the Other Supplemental Requirements documents which reference certain statutory or regulatory requirements applicable to the condition or performance of the Work are attached to and made a part of these Supplementary Conditions:

SC-6.10 TAXES

Add the following new paragraph immediately after paragraph 6.10.A:

"Except as otherwise provided herein, the Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Pursuant to RSMo 144.062, certain purchases by the Contractor of materials incorporated in or consumed in the construction the Project are exempt from certain sales taxes if the suppliers of said materials are presented with a valid Project Exemption Certificate as described therein. The City will supply the Contractor with the Project Exemption Certificate(s)

provided for in RSMo 144.062 in a form determined in the sole discretion of the City to be appropriate for use on the Project by the Contractor and the Contractor's subcontractors which Certificate will enable the Contractors to exempt said purchases from said taxes. The Contractor agrees that any use of said certificate by the Contractor or any subcontractor shall be in accordance with RSMo 144.062 and the terms of said certificates and the Contractor shall indemnify the City for any loss or expense, including, but not limited to, reasonable attorney's fees, incurred by the City arising from issuance of said Certificate regardless of whether such loss or expense is caused in part by the negligence of the City in its preparation of the Certificate. Pursuant to RSMo 144.030, Paragraph 15, Missouri State Sales Tax Law, "Machinery, equipment, appliances and devices purchased or leased and used solely for the purpose of preventing, abating or monitoring water pollution, and materials and supplies solely required for the installation, construction or reconstruction of such machinery, equipment, appliances and devices, and so certified as such by the Director of the Department of Natural Resources" are exempt from state and local sales and use taxes. The Contractor represents that it has taken the provisions of RSMo 144.062 and 144.030 into consideration in the preparation of its Bid and the Contractor shall be responsible for obtaining the tax exemption for any materials or equipment purchased under this Contract. No modification will be made in the Contract Price because of failure of the Contractor to obtain the sale/use tax exemption."

SC-6.11 USE OF SITE AND OTHER AREAS

Add the following language at the end of paragraph 6.11.D:

"CONTRACTOR shall pay all costs associated with the structural or geotechnical determinations of the stresses or pressures exerted on existing structures and the capacities of the existing structures. Determinations shall be performed by a professional engineer licensed within the State or jurisdiction where the project is being constructed. "

SC-6.12 RECORD DOCUMENTS

Add the following language at the end of paragraph 6.12.A:

"The Engineer may refuse to recommend the whole or any part of a progress payment where the requirements of GC-6.12 are not being satisfied. "

SC-6.17 SHOP DRAWINGS AND SAMPLES

Add the paragraph 6.17.D.4. immediately after paragraph 6.17.D.3.:

"4. Shop drawings received directly from suppliers or Subcontractors will be returned without action. Use of equipment exactly as shown on the Drawings and/or as specified does not relieve the Contractor of the responsibility of furnishing complete shop drawings. Shop drawings of interconnected or interrelated equipment shall be complete. "

Add the following new paragraph immediately after paragraph 6.17.E.1:

"2. Engineer will accept and review for approval two separate submittals of Shop Drawings for each item indicated on Contractor's accepted schedule of Shop Drawings (see paragraph 2.05.A.2 and 2.07.A.2 of the General Conditions). Contractor shall reimburse Owner for the charges of Engineer's (and Engineer's consultants) evaluation and review of each Shop Drawing submittal in excess of two submittals for the same item. Contractor will issue a certified check to Owner, drawn from Owner's approved financial institution, to reimburse Owner for the charges of Engineer and Engineer's consultant at the rate of $175.00 per man-hour. "

Add new paragraph 6.17.E.3. immediately after paragraph 6.17.E.2 as follows:

"6.17.F.3. If in the event that more than one submission is required because of the failure of Contractor to account for exceptions previously noted, Contractor shall bear all direct, indirect and consequential costs of such additional review of submittals (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price. "

SC-6.20 INDEMNIFICATION

Delete paragraph 6.20. C in its entirety.

SC-9.03 PROJECT REPRENSENTATIVE

Add the following language at the end of paragraph 9.03.A.:

"Exhibit A: "Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" is attached to and made a part of these Supplementary Conditions."

SC-9.05 REJECTING DEFECTIVE WORK

Add the following new paragraph 9.05.B. immediately after paragraph 9.05.A.:

"B. The provisions of this paragraph shall have force and effect regardless of the fact that the rejected work may have been performed or the rejected materials may have been used or placed with the knowledge of the Engineer or his Resident Project Representative. The fact that the Engineer or his Representative may not have previously become or been made aware of the defects in rejected work shall not constitute an acceptance of any part of it. "

SC-10.01 AUTHORIZED CHANGES IN THE WORK

Add the following language at the end of paragraph 10.01.A:

"No additions, deletions, or revisions in the Work will be executed without the written authorization of Bartlett & West Engineers, Inc. "

SC-10.05 CLAIMS

Amend Paragraph 10.05.B as follows:

First sentence, second line; delete "(but in no event later than 30 days)" and add "(but in no event later than 15 days)" in its place.

Third sentence, fifth line; delete "within 60 days" and add "within 30 days" in its place.

SC-11.03 UNIT PRICE WORK

Delete Paragraphs 11.03.D in its entirety and insert the following in its place:

"D. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:

1. if the total cost of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that it has incurred additional expense as a result thereof; or

4. if Owner believes that the quantity variation entitles it to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed. "

SC-12.03 DELAYS

Add the following language at the end of paragraphs 12.03.A:

"Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data for the area in which the project is being constructed. NOAA calculated averages of record shall be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate NOAA weather data to support and substantiate Contractor's request for an Extension in Contract Time for abnormal weather."

SC-13.04 UNCOVERING WORK

Delete paragraph 13.04.B in its entirety and insert the following in its place:

"B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs) arising out of or relating to such uncovering, exposure, observation, inspection and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work performed by others). "

Delete paragraphs 13.04.C and D in their entirety.

SC-13.07 CORRECTION PERIOD

13.07.A. Delete the word "one" in the first sentence and add "two" in its place. Also, delete the word "substantial" in the first sentence and add "final" in its place.

Add the following new paragraphs 13.07.F. and G. immediately after paragraph 13.07.E of the General Conditions as follows:

"F. Contractor shall furnish special guarantees of material or equipment as required by the appropriate section of the Specifications."

G. The two year correction period shall begin after the date of final completion of the total project as determined by the Engineer and/or Owner. "

SC-14.02 PROGRESS PAYMENTS

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor. The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due ten days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

Add the following new paragraphs immediately after paragraph 14.02.B.5.d:

"e. of Contractor's failure to make acceptable submittals in accordance with accepted schedules as defined in GC-2.07.

f. of additional compensation to Engineer due to Contractor's delays or defective Work. "

Amend the first sentence of paragraph 14.02.C. of the General Conditions by substituting the word "twenty" for the word "ten" and as so amended paragraph 14.02.C. remains in effect.

SC-14.04 SUBSTANTIAL COMPLETION

Add the following new paragraphs immediately after paragraph 14.04.A as follows:

"14.04.A.1. Substantial Completion For This Project Shall Be Defined As Follows:

Complete installation and testing/disinfection of the water main, along with asphalt and concrete pavement restoration such that it is useable by the Owner.

Items to be completed after substantial completion shall be limited to final grading and seeding of the construction site, and general cleanup of the construction site.

"14.04.A.2. Should Engineer perform reinspection due to failure of the Work to comply with the claims of status of completion made by Contractor, Owner will compensate Engineer for such additional services and Owner will deduct the amount of such compensation from the final payment to Contractor. "

SC-14.06 FINAL INSPECTION

Delete paragraph 14.06.A in its entirety and insert the following in its place:

" A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner, Contractor, and appropriate State and Federal agencies and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or effective. Contractor shall immediately take such measures that are necessary to complete such Work or remedy such deficiencies."

SC-14.10. FINAL COMPLETION

Add the following new paragraphs immediately after paragraph 14.09 as follows:

"14.10.A. Final Completion shall be defined as the date certified by the Engineer ***in accordance with Section 01700 Contract Closeout*** when the project has been totally completed in accordance with the Contract Documents. This date is established and based upon when the Contractor has completed all such previously indicated corrections to the satisfaction of the Engineer and Owner and delivered all required paperwork and documents, whose form and contents are acceptable to the Engineer and Owner, in accordance with the Contract Documents, to allow the Owner to finalize their project documentation and close out the project.

14.10.B. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety."

SC-16 DISPUTE RESOLUTION

Article 16 - Dispute Resolution is deleted in its entirety. By deletion of Article 16, any references to Dispute Resolution are also deleted.

SC-17.07 – 17.17.

Add the following new paragraphs immediately after paragraph 17.06. of the General Conditions which are to read as follows:

17.07 Prevailing Wage Rate. Not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. In addition a copy of the prevailing wage rate shall be posted in a prominent location at the work site. The Contractor shall also complete an Affidavit of Compliance with Prevailing Wage Law upon completion of the project before final payment can be released.

17.08 Excessive Unemployment Requirements. The CONTRACTOR shall comply in all respects with Sections 290.010 through 290.580 R.S.MO. Missouri Law requires that during periods of excessive unemployment, all persons with the responsibility to contract for the construction of public works projects and all contractors involved in constructing such public works must only employ workers from Missouri or from nonrestrictive states on those projects. The restriction applies whether or not the contract for the project was let before or after Missouri entered this period of excessive unemployment.

17.09 Employment of Unauthorized Aliens Prohibited. The Contractor assures pursuant to §285.530.1, RSMo, that it, as well as its subcontractors do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Contractor assures that it, as well as its subcontractors shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

An Affidavit of Work Authorization for signature regarding employment of unauthorized aliens prohibited along with the supporting enrollment documentation in a federal work authorization program shall be submitted.

17.10 Clean Air Act. The contractor shall comply with the Clean Air Act (42 U.S.C. 7506(C)).

17.11 Clean Water Act. The contractor shall comply with the requirements of the Clean Water Act (33 U.S.C. 1368).

17.12 Contract Work Hours and Safety Standards Act. As per 40 CRF 31.36(i)(6), the contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

17.13 Energy Efficiency Requirements. As per 40 CFR 31.36(i)(13), the contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat 871).

17.14 False Claims Act. The contractor, as well as any subcontractors, if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

17.15 Historical/Archeological. If during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner who shall notify the the Missouri Department of Natural Resources and the Director, Division of Parks, P.O. Box 176, 1101 Riverside Dr., Jefferson City, Missouri 65102, Telephone (573) 751-2479. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a notice to proceed only after the state official has surveyed the find and made a determination of value and effect and submitted such determination to the Owner. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

17.16 Occupational Safety and Health Administration (OSHA) Training. The contractor shall comply with section 292.675 RSMo. Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees 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.

Failure to comply with the law will result in a penalty in the amount of $2,500 plus $100 per employee for each calendar day the employee is employed without the required training.

17.17 Records Retention. The Contractor shall retain all required records for three years after Grantor or Sub-Grantees make final payments and all other pending matters are closed.

END OF SECTION

EXHIBIT A

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
   a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

   b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

   c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
   a. Record date of receipt of Samples and approved Shop Drawings.

   b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.

   c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*
   a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*
   a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*
    a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*
    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

    d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

2. Exceed limitations of ENGINEER’s authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

DOCUMENT NO. 00860

AFFIDAVIT OF CONTRACTOR
CONTRACT NO._____

To _____ (Owner)

Gentlemen - Complying with paragraph 14.07 of the General Conditions governing the contract for construction of__, I hereby declare that all indebtedness, otherwise, for supplies, materials or labor furnished, used or consumed in connection with or in or about the construction of the above mentioned contract, including gasoline, lubricating oils, fuels, greases, coal and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the ___(Owner) has been paid in full, for all loss, cost, damage or expense for which it has been held responsible for by reason of any negligence, defective condition, default, failure, or miscarriage in the performance of said contract, either by me as principal contractor or by a subcontractor, or otherwise.

Respectfully,

_____
_____

By: _____ [SEAL]
(Signature of Authorized Representative)

Title: _____

STATE OF **MISSOURI**, COUNTY OF _____ ss.

On the _____ day of _____, before me personally appeared _____, known by me to be the contractor on the above project, and being duly sworn stated that the above statement is true and correct.

My commission expires _____

_____
Notary Public

RELEASE OF FINAL ESTIMATE BY SURETY

In compliance with paragraph 14.07 of the General Conditions, the _____, as surety, hereby releases for payment, the final estimate on the above contract.

_____

By: _____
Attorney-in-fact

[SEAL]

END OF SECTION

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BARTLETT & WEST

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Water Main Replacements	Owner: City of Grain Valley, MO	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:18214.004

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previous approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previous approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Water Main Replacements	Owner: City of Grain Valley, MO	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:18214.004

Attention:
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments: _____

	Engineer:

Receipt Acknowledged by Contractor:	Date:

Copy to Owner

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BARTLETT & WEST

228 NW EXECUTIVE WAY
LEE'S SUMMIT MO 64063-1841
816.525.3562 FAX 816.525.9041 866.869.8030
WWW.BARTWEST.COM

Daily Construction Report

Date:

Project No.: **Actual Complete:** % **Scheduled Complete:** %

Project:

Client: **Location:**

Project Mgr.: **Weather:**

Contractor: **Temp:** **Wind:** **Humidity:**

Construction Mgr.: **Visitors:**

Contractor Personnel			
Name of Contractor/Subs on site	Non. Manual	Manual	Remarks

Equipment at the Site

Construction Activities

Reported By:_____ **Signed:** _____
Field Representative

cc:

File:

228 NW EXECUTIVE WAY
LEE'S SUMMIT MO 64063-1841
816.525.3562 FAX 816.525.9041 866.869.8030
WWW.BARTWEST.COM

Daily Construction Report

Date:

Project No.:

Project:

Reported By:_____ **Signed:** _____

228 NW EXECUTIVE WAY
LEE'S SUMMIT MO 64063-1841
816.525.3562 FAX 816.525.9041 866.869.8030
WWW.BARTWEST.COM

Daily Construction Report

File:

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BARTLETT & WEST

Other Supplemental Requirements

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BARTLETT & WEST

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 575.050, or 575.060, RSMo.

_____
Signature

Subscribed and sworn to me this ____ day of _____, _____.
My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

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BARTLETT & WEST

AFFIDAVIT OF WORK AUTHORIZATION

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20_____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herin stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____ and I am duly authorized, directed, and/or
Title Business Name
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to _____ with
Project Number
the _____. I have attached documentation to this affidavit to evidence enrollment/participation
Funding Recipient
by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with the _____, an alien who does
Funding Recipient
not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.555, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the State of Missouri.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affidavit Signature

Subscribed and sworn to before me this _____ day of _____, 20 _____.

_____
Nortary Public

My Commission expires:

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BARTLETT & WEST

(Wage Determination)

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BARTLETT & WEST

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 048

JACKSON 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
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

Prepared by Missouri Department of Labor and Industrial Relations

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BARTLETT & WEST

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$35.24	52	53	$24.48
Boilermaker	8/15		$34.76	57	7	$28.00
Bricklayer and Stone Mason	6/15		$34.06	58	39	$18.07
Carpenter	6/15		$36.55	63	68	$15.55
Cement Mason			$31.24	65	4	$17.79
Communication Technician			$33.65	47	72	$16.26 + 10%
Electrician (Inside Wireman)			$36.14	13	72	$16.26 + 10%
Electrician (Outside-Line Construction\Lineman)			$39.95	125	65	$5.00 + 34.5%
Lineman Operator			$37.27	125	65	$5.00 + 34.5%
Groundman			$26.47	125	65	$5.00 + 34.5%
Elevator Constructor	6/15	a	$43.620	26	54	$29.956
Glazier			$30.97	88	32	$16.63
Ironworker	6/15		$31.25	50	4	$27.90
Laborer (Building):						
General	6/15		$26.70	30	4	$15.15
First Semi-Skilled	6/15		$27.10	30	4	$15.15
Second Semi-Skilled	6/15		$27.50	30	4	$15.15
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		$34.32	46	67	$15.55
Marble Mason			$33.76	25	4	$14.66
Marble Finisher			$23.78	25	4	$9.18
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/15		$37.85	85	4	$15.56
Group II	6/15		$37.04	85	4	$15.56
Group III	6/15		$31.49	85	4	$15.56
Group III-A	6/15		$35.70	85	4	$15.56
Group IV						
Group V	6/15		$33.09	85	4	$15.56
Painter			$28.13	37	4	$15.42
Pipe Fitter	8/15		$43.08	2	33	$19.57
Plasterer			$31.18	68	4	$15.57
Plumber	6/15		$41.64	45	33	$20.34
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	6/15		$32.55	95	2	$16.24
Sheet Metal Worker			$39.28	17	22	$19.40
Sprinkler Fitter - Fire Protection	8/15		$35.04	14	4	$18.97
Terrazzo Worker			$33.76	25	4	$14.66
Terrazzo Finisher			$23.78	25	4	$9.18
Tile Setter			$33.76	25	4	$14.66
Tile Finisher			$23.78	25	4	$9.18
Traffic Control Service Driver			$15.35	48	49	$2.71
Truck Driver-Teamster						
Group I			$30.09	100	4	$10.90
Group II			$30.09	100	4	$10.90
Group III			$30.29	100	4	$10.90
Group IV			$30.29	100	4	$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

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).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

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NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents ($0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents ($0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6: 30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

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NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

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NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

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NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

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BARTLETT & WEST

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NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

JACKSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	$36.55	1	17	$15.55
Cement Mason		$30.57	3	2	$15.80
Electrician (Outside-Line Construction\Lineman)		$39.95	18	24	$5.00 + 34.5%
Lineman Operator		$37.27	18	24	$5.00 + 34.5%
Lineman - Tree Trimmer		$20.90	31	30	$6.01 + 23.5%
Groundman		$26.47	18	24	$5.00 + 34.5%
Groundman - Tree Trimmer		$16.90	31	30	$6.01 + 23.5%
Laborer					
General Laborer	6/15	$28.54	3	2	$14.57
Skilled Laborer	6/15	$29.75	3	2	$14.57
Millwright	6/15	$36.55	1	17	$15.55
Operating Engineer					
Group I	6/15	$35.23	3	2	$15.53
Group II	6/15	$34.19	3	2	$15.53
Group III	6/15	$34.19	3	2	$15.53
Group IV	6/15	$29.72	3	2	$15.53
Oiler-Driver	6/15	$33.07	3	2	$15.53
Pile Driver	6/15	$36.55	1	17	$15.55
Traffic Control Service Driver		$15.35	27	26	$2.71
Truck Driver-Teamster					
Group I		$29.74	3	2	$13.30
Group II		$29.74	3	2	$13.30
Group III		$29.74	3	2	$13.30
Group IV		$29.74	3	2	$13.30

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.

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BARTLETT & WEST

JACKSON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

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BARTLETT & WEST

JACKSON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

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BARTLETT & WEST

Technical Specifications

For The

Water Main Replacements

For The City of Grain Valley, Missouri

Jim Ross, Professional Engineer

Bartlett & West

The latest editions of the following specifications are hereby incorporated into the Contract Documents:

American Public Works Association (APWA)
Kansas City Metropolitan Chapter, 2012 Edition

Technical specifications for the work shall consist of the above referenced specifications referred to herein as the Standard Specifications, with such revisions, amendments, and supplements as are contained herein. Specification sections 1000 through 5800 refer to the APWA specifications unless otherwise noted.

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BARTLETT & WEST

Project Special Provisions

PSP 1 – Clarifications

Insert the following specification Sections

Section 01120 Measurement and Payment

Section 01510 Tracer Wire

Section 02440 Boring of Pipe

Section 02450 Underground Crossings

Section 15060 Pipe and Pipe Fittings

All excavation will be considered unclassified.

PSP 2 – Modifications of Specifications

All new meters shall be provided by the City. No substitutions allowed.

Existing meter pits, lids, risers and antenna shall be reused where possible. Contractor responsible for supplying all materials, parts, fittings, etc. except the water meter.

All service lines and services shall be installed using ¾" diameter copper unless otherwise specified or noted on the plans.

PSP 3 – Modifications of Hydrant Specifications

Delete Paragraph 2901.4.A.2 and 2901.4.A.3

Add the following to section 2901.4 Fire Hydrants:

E. Hydrant operating nut shall include the weather shield

F. Hydrants shall be furnished with a six-inch isolation gate valve.

G. Hydrants shall come with an oil reservoir.

H. Hydrants shall be manufactured optic yellow.

I. Hydrants shall be furnished with temporary black plastic caps or shall be covered with black plastic bag until the hydrants are available for service.

J. As soon as hydrants are not operable they shall be abandoned as directed or covered with a black bag.

PSP 4 – Installation Modifications

All pipes shall be installed in a manner complying with the following standards:

a. DIP – ANSI/AWWA C600.
b. PVC Pipe – ANSI/AWWA C605.
c. HDPE – AWWA C901/906

PSP 5 – Notification Requirements

Prior to removal of trees, plants, flowers, pavers, landscaping, culverts, etc. contractor shall notify property owners and residents 72 hours in advance, in order to give them ample opportunity to salvage these items.

Prior to removing fence or constructing temporary fence, contractor shall notify property owner or residents 72 hours in advance.

Prior to driveway or access demolition, removal or any construction that may affect a resident's entrance to their property the contractor shall notify the property owner a minimum of 48 hours in advance.

The City of Grain Valley shall be notified 48 hours in advance of any testing that is required.

Prior to shutting off water service contractor shall notify residents at least 48 hours in advance.

When accessing private property to abandon existing meter contractor shall notify residents 48 hours to one week in advance with door flyers.

PSP 6 – Construction Details Modifications

Blasting will not be allowed.

Straddle blocks shall be provided every 50 feet for water mains which exceed ten percent slope and for the end of dead end water mains. No separate measurement and payment will be made for straddle blocks.

All unpaved areas cut by the line of trench or excavation or damaged during the work shall be seeded.

Polyethylene encasement (8 mil) shall be installed on all ductile-iron pipe and fittings in accordance with AWWA C105, extend one foot beyond the fitting and securing and sealing the ends with industrial duct tape.

PSP 7 – Material Modifications

All water main and appurtenances required for the proposed construction shall be new.

Retainer glands (Megalug, Uni-Flange), Duc-Lugs and all-thread, set screw collars, and field welded collars will NOT be considered long term restrained joints. Where it is necessary to put the pipeline into service immediately, and blocking is utilized, a retainer gland may be installed to provide short term restraint while the concrete cures.

All valves shall be Mueller, Waterous, or American Flow Control (AFC) or approved equal.

Gate valves shall be resilient-seated.

All valve risers and covers shall be ferrous metal.

Water Mains shall be capped per the Water Main manufacturer's recommendations.

PSP 8 – Incidental Construction Modifications

Replace concrete streets, driveways, and sidewalks to the nearest construction joint. Location of joint and cut shall be coordinated with city representative and Engineer prior to work commencing.

PSP 9 – Abandonment Details

Abandoning Main – Prior to abandonment contractor shall verify that all services have been transferred to a live main. Water main shall be abandoned by plugging each end of line segment where shown on plans. To plug each end a section of pipe at least 3 feet long shall be cut out of the existing line, the water shall be drained out to the fullest extent practicable and the ends shall be sealed with a DIP plug or 1-foot thick plug of non-shrink grout. Abandoning main shall also consist of capping mains that are to remain live when necessary.

Abandoning Hydrants – To abandon hydrants the contractor shall cut and remove the hydrant and valve riser pipe to a depth of 3 feet below the surface. If requested, the hydrant shall be returned to the City and the associated valve be abandon in accordance with section 2902.10.

Abandoning Valves -- To abandon valves, the contractor shall remove the valve cover, riser, and stem, (if removable). In pavement remove valve cover only and fill riser with flowable fill. If requested, return all valves to the City and restore the surface in accordance with specification 2902.10.

Abandoning Meter Pits – To abandon meter pits the contractor shall remove the lid, meter well, yoke, meter, and all associated meter parts and return them to the City. The Contractor shall cap the service line and fill the meter pit or as applicable couple the existing service pipe where the meter was removed and restore the surface in accordance with specification 2902.10.

PSP 10 – Bedding, Embedment and Backfilling

Bedding Material shall be as specified in APWA Section 2901.6.B Granular Bedding and as noted on the Drawing Details.

Embedment and backfilling of the water main shall be as specified in APWA Section 2902.8 and as noted on the Drawings Details.

Backfill, placement and compaction of the water main shall be as specified in APWA Section 2902.8.C "Placement and Compaction".

Compaction test will be taken as noted on the project Drawings (See General Notes) to determine compliance within roadways and means and methods used by the contractor. Test Locations will be determined by the engineer and Owner. All construction testing will be at the Contractors expense.

PSP 11 – Water Main Disinfection

Remove section 2902.9.A "Disinfection". All disinfection shall be done in accordance with AWWA C651-05.

PSP 12 – Water Main Hydrostatic Testing

Remove section 2902.9.B “Hydrostatic Testing”. All hydrostatic pressure and leakage tests shall be done in accordance with AWWA C600 procedures.

PSP 13 – Water Main Horizontal Separation

In Section 2903.1 Horizontal Separation, slip-on ductile-iron pipe or pre-stressed concrete cylinder pipe will not be allowed for sewer mains that cannot maintain the minimum 10’ of horizontal separation, only fully restrained pipe will be allowed.

SECTION 01120

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED AND DEFINITIONS

A. The term “all costs”, as used in the payment descriptions within Part 2, is defined as full compensation for all equipment, labor, material and incidental costs.

B. The Work of this Contract (and subsequent payment) consists of furnishing all equipment, labor, material and incidentals, as well as performing all construction, installation and testing of all improvements, modifications and additions, all as shown on the drawings and detailed in the specifications.

C. All work shown on the drawings or detailed in the specifications and not specifically set forth in the Itemized Proposal (Bid Form) as a pay item shall be considered a subsidiary obligation of the contractor, and all costs in connection therewith shall be included in the prices named in the proposal.

D. Progress measurements (for progress payments on the pay applications) shall be determined by the amount of work performed during a given period.

1. Payments for items with a lump sum unit shall be based on one of the three options below, with the payment method being agreed upon by all parties.

i. Field measured to determine the actual value.

ii. An estimated value of the work performed.

iii. Pro-rated over the life of the contract, based off contract time or based off the total value of work performed percentage. Example: Construction Field Office.

2. Payments for items with a unit that may be measured to the tenth, may be paid to the tenth. However, rounding will only occur during the final pay application and shall not be applied to any progress measurements.

E. Final measurement will not be made unless changes to the bid quantity are authorized. Final measurement is to be applied to the final pay application. Items not requiring final measurement will pay the full amount on the Bid Form, unless appreciable errors are found in the bid quantity, or changes are authorized by the Owner.

F. Rounding shall be performed during the final pay application, and rounding shall be to the nearest whole number, with 0 thru 4 being rounded down, and 5 thru 9 being rounded up.

PART 2 BID ITEMS

2.01 MOBILIZATION

A. Partial payment for the mobilization pay item will be based on the contract lump sum bid price for mobilization and will be made in accordance with the following Payment Schedule:

1. Twenty-five percent, when five percent or more of the original contract amount is earned.

2. Fifty percent, when ten percent or more of the original contract amount is earned.

3. One-hundred percent, when twenty-five percent or more of the original contract amount is earned.

2.02 PIPE (ALL SIZES)

A. Final measurement will not be made unless changes to the bid quantity are authorized. Measurement shall be made per linear foot installed.

B. Payment for water main shall be based on the unit price per linear foot as set forth in the Bid Form, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, pipe and related materials, tracer wire, all trenching and excavation (earth, rock, shale), bedding, dewatering, placing, pipe to pipe connections, sealing, blind flanges, polywrap, backfilling, compacting, chlorination, flushing, testing, disinfection, clean-up, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

C. Additional incidental items that are subsidiary to the Water Main bid item with no separate measurement and payment include but are not limited to installing tracer wire, thrust and/or straddle blocks, retaining glands, removing and replacing mailboxes and signs and culverts, utility locates and potholing, utility crossings (including gas and sewer), and utility pole stabilization.

2.03 FITTINGS (ALL SIZES)

A. Measurement and payment will not be made for fittings. Notes are on drawings are for reference. Fittings are considered subsidiary to the water main whether horizontal or vertical fittings.

2.04 VALVE AND BOX (ALL SIZES AND TYPES)

A. Measurement shall be for each valve and valve box installed.

B. Payment for valves and boxes shall be based on the unit price per each as set forth in the Bid Form, per type or size of valve. Said price shall include all costs necessary to complete the work including, but not limited to valve (typically gate), installation, restraining gland, concrete thrust blocking, poly wrap, valve box (adjustable riser), Cast Iron lid, excavation (earth, rock, shale), bedding, dewatering, placing backfilling, compacting, as required by the drawings and specifications.

2.05 BORED CROSSING (DIRECTIONAL, SERVICE LINE, ROAD AND DRIVEWAY CROSSINGS)

A. Measurement shall be made in the horizontal plane per linear foot of line work bored. Final measurement will not be made unless changes to the bid quantity are authorized and are different from the quantities in the Bid Form by more or less than 20% per each crossing.

B. Payment for bored crossing shall be based on the unit price per each as set forth in the Bid Form. Said price shall include all costs necessary to complete the work including, but not limited to, permits, insurance and bonding, casing pipe, casing spacers, excavation (earth, rock, shale), backfilling and compaction of bore pits, transitional couplers, dewatering, and drilling fluids.

C. Type of bore (directional or bore and jack) shall be as stated in the Bid Form/Drawing or as required by permitting agency, if not stated or otherwise required shall be at the discretion of the contractor.

D. Size and type of encasement (PVC or Steel) shall be as stated in the Bid Form/Drawings or as required by permitting agency, if not stated or otherwise required shall be at the discretion of the contractor.

1. Bored crossing payment does not include the carrier pipe. Additional measurement and payment for carrier pipe will be at the unit price and per size, class, and type in the Bid Form for water main.

2.06 EXISTING WATER MAIN CONNECTION-STANDARD

A. Measurement shall be for each new water main connection to an existing mainline greater than or equal to 4-inch in diameter.

B. Payment for main line connections shall be based on the unit price per each as set forth in the Bid Form, regardless of type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, transition or repair couplers, DIP reducers, all trenching and excavation (earth, rock, shale), backfilling, compacting as required by the drawings and specifications.

2.07 SERVICE LINE TO MAINLINE CONNECTION

A. Measurement shall be for each service line connection to a mainline greater than 4-inch in diameter.

B. Payment for service line connections shall be based on the unit price per each as set forth in the Bid Form, regardless of type or size of water main or service line. Said price shall include all costs necessary to complete the work including, but not limited to connection to mainline, saddle and tap, corp stop, pack joints, couplers and reducers, transferring water service from old water main to new main, all property owner notifications, all trenching and excavation (earth, rock, shale), backfilling, compacting as required by the drawings and specifications.

1. No separate measurement and payment will be made for connection of the new service line to the existing service line outside the customer house or business or at the water meter pit assembly.

2.08 SERVICE LINE (COPPER)

A. Final measurement will not be made unless changes to the bid quantity are authorized. Measurement shall be made per linear foot installed.

B. Payment for service line shall be based on the unit price per linear foot as set forth in the Bid Form, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, pipe and related materials, all trenching and excavation (earth, rock, shale), bedding, placing, flared pack joint connections to existing service line, potholing for existing service location, sealing, backfilling, compacting, chlorination, flushing, testing, disinfection, clean-up, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

1. No separate measurement and payment will be made for connection of the new service line to the existing service line outside the customer house or business or at the water meter pit assembly. This shall be included in the service line bid price.

2.09 WATER METER PIT ASSEMBLY

A. Measurement shall be for each water meter pit assembly installed.

B. Payment for water meter assembly shall be based on the unit price per each as set forth in the Bid Form. Said price shall include all costs necessary to complete the work including, but not limited to, excavation (earth, rock, shale), bedding, placing, backfilling, compaction, yoke, meter pit, riser, lid, insulation, piping, flared pack joints connection to existing service line outside, blocking, gravel and as detailed by the drawings and specifications.

1. The water meter shall be provided by the City either new or from existing meter pits. No separate measurement and payment will be made for the Contractor to move and reinstall or install new water meters. This shall be included in the new water meter pit assembly bid price.

2. No separate measurement and payment will be made for abandonment of the old water meter pit. This shall be included in the new water meter pit assembly bid price.

2.010 HYDRANT ASSEMBLY

A. Payment for hydrant assembly shall be based on the unit price per each as set forth in the Bid Form. Said price shall include all costs necessary to complete the work including, but not limited to, excavation, compaction, hydrant, 6” DIP piping, mainline x 6” tee, 6” gate valve and box, thrust blocking, joint restraint, gravel drain, adapter connection to mainline, and as required by the drawings and specifications.

2.011 REMOVE AND REPLACE GRAVEL, ASPHALT, AND CONCRETE PAVEMENT (ALL TYPES)

A. Final measurement will not be made unless changes to the bid quantity are authorized.

B. Payment for pavement, sidewalk, and driveway repair shall be based on the unit price per square yard as set forth in the Bid Form. Said price shall include all costs necessary to complete the work including, but not limited to, surface repair (gravel, asphalt or concrete), subsurface aggregate, forming, reinforcing, placing, compacting, saw cutting, connections to existing pavement, milling, doweling, jointing, curing and sealing, any markings necessary, and as required by the drawings and specifications.

2.012 REMOVE AND REPLACE CONCRETE CURB AND GUTTER

A. Final measurement will not be made unless changes to the bid quantity are authorized.

B. Payment for concrete curb and gutter repair shall be based on the unit price per linear foot as set forth in the Bid Form. Said price shall include all costs necessary to complete the work including, but not limited to, subsurface aggregate, forming, reinforcing, placing, compacting,

saw cutting, connections to existing curb and gutter, doweling, jointing, curing and sealing, any markings necessary, and as required by the drawings and specifications.

2.013 REMOVE AND REPLACE CMP STORM PIPE

A. Final measurement will not be made unless changes to the bid quantity are authorized.

B. Payment for removal and replacing existing culverts and storm pipe shall be based on the unit price per linear foot as set forth in the Bid Form. Said price shall include all costs necessary to complete the work including, but not limited to, removal and disposal, subsurface aggregate, placing, compacting, and as required by the drawings and specifications.

2.014 ABANDONING EXISTING WATER MAIN

A. Final measurement will not be made unless changes to the bid quantity are authorized.

B. Payment for abandoning existing water main and fixtures shall be based on the unit price per each as set forth in the Bid Form. Said price shall include all costs necessary to complete the work including, but not limited to, excavation, removing 5' of pipe or water fixture, cap and/or plugs, thrust blocking, concrete grout, epoxy coating, compaction and surface restoration as detailed and required by the drawings and specifications.

1. No separate measurement and payment will be made for abandonment of hydrants they shall be considered incidental to abandoning a water main.

2. No separate measurement and payment will be made for abandonment of the old valve associated with the hydrant or any line valves.

2.015 SEEDING AND FERTILIZER (PERMANENT OR TEMPORARY)

A. Measurement will not be made.

B. Payment for seeding and fertilizer shall be on a lump sum basis as set forth in the Bid Form. Said price shall include all costs necessary to complete the work including, but not limited to, seeding, aeration, fertilization, mulching and watering, as required by the drawings and specifications. As needed, Contractor shall water seed until final acceptance.

2.016 CLEARING AND GRUBBING, LANDSCAPE RESTORATION

A. Measurement will not be made.

B. Payment for clearing and grubbing along with landscape restoration shall be on a lump sum basis as set forth in the Bid From. Said price shall include all costs necessary to complete the work including, but not limited to, clearing and grubbing, removing and disposing of trees (all sizes) and shrubs, restoring landscape, trees, and shrubs and surface restoration as required by the drawings and specifications. As needed, Contractor shall water until final acceptance.

2.017 TRAFFIC CONTROL

A. Measurement will not be made. Contractor to provide the necessary traffic control required to meet the requirements of the Specification and Drawings and abide by local and State standards specific to each site location.

B. Payment for traffic control shall be made on a lump sum basis as set forth in the Bid Form. Said price shall include full compensation for equipment, labor, material, signage, barricades,

maintenance of such, and incidental costs such as permits or other costs, as required by the drawings, specifications and local agencies.

2.018 SEDIMENT (EROSION) CONTROL (ALL TYPES OF STRUCTURES, PERMANENT AND TEMPORARY)

A. Measurements will not be made. Contractor to provide the necessary erosion control measures required to abide by local standards specific to each site location.

B. Payment for erosion sediment/control shall be made on a lump sum basis as set forth in the Bid Form. Said price shall include full compensation for equipment, labor, material, repair, maintenance and incidental costs to install silt/sediment fence, traps, dikes and related control, including removal of materials as required by the drawings and specifications. Removal of sediment, repair and maintenance of installed sediment control shall be subsidiary to sediment control.

END OF SECTION

SECTION 01510

TRACER WIRE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Basic requirements for furnishing and installing tracer wire.

1.02 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

1.03 WORK SCOPE

A. The work covered by the specifications shall include furnishing all labor, material, equipment, and services to install tracer wire and pipeline markers as a complete system.

PART 2 PRODUCTS

2.01 TRACER WIRE

A. Direct Bury/Open Cut: Tracer wire shall be #12 AWG high strength copper clad steel conductor (HS-CCS) insulated with a 30 mil HDPE insulation and rated for direct burial use at 30 volts, 380# average tensile break load, by Copperhead, Kris-Tech Wire, Paige Electric, or RWU90, twelve gauge (12AWG), single strand, insulated copper wire with 60 mil cross-linked polyethylene (XLPE) insulation specifically manufactured for direct burial applications with 380# average break load or approved equal.

B. Directional Drilling, Stream or Highway Crossings: Tracer wire shall be #12 AWG high strength copper clad steel conductor (EHS-CCS) insulated with a 45 mil HDPE insulation and rated for direct burial use at 30 volts, tensile break load 1150# minimum, Copperhead, Paige Electric, or approved equal.

C. Insulation color of tracer wire shall meet the APWA color code standard for identification of buried utilities.

D. All connections shall be made using a Wing Nut Model 454 wire connector and shall be made waterproof using an approved wire closure.

E. Tracer Wire Risers shall be 3-inch ASTM class 200 PVC pipe approximately 10-feet in length and extending 3-4 feet above grade with a PVC cap.

PART 3 EXECUTION

3.01 TRACER WIRE INSTALLATION

A. Install tracer wire alongside and at the same depth as the pipe.

B. Tracer wire shall extend up inside mainline valve boxes with approximately 12 inches of excess wire from each side.

C. At locations where no valve boxes are otherwise required, the Contractor shall install Tracer Wire Risers extending 3-4 feet above grade. Risers shall be installed in the ROW line, or fence lines offset as necessary from the mainline pipe. Tracer wire shall be extended to the offset Tracer Wire riser box.

D. Tracer wire shall be brought to the surface at road and stream crossings, significant changes in alignment, and at a maximum spacing of every 400 feet of pipeline.

E. Coordination: Owner to test conductivity of tracer wire before acceptance of work.

END OF SECTION

SECTION 02440

BORING OF PIPE

PART 1 GENERAL

1.01 DESCRIPTION

A. This section includes installation of high-density polyethylene (HDPE), fusible polyvinylchloride (PVC), restrained joint PVC, restrained ductile iron, and welded steel pipe by directional boring or horizontal boring and jacking.

1.02 SUBMITTALS

A. Submit drawings showing proposed method of construction including location of receiving and sending pits. Submit proposed sequence of construction.

B. Submit proposed pressure testing location for pipe before directional boring.

C. Submit an accurate record of the crossing location in plan view and profile depth. Record all changes on the contract drawings as work progresses.

PART 2 PRODUCTS

2.01 CASING PIPE

A. Unless otherwise noted or required by permitting agencies, 14 inch diameter and larger casing pipe shall be steel, ASTM A53, 0.25 inch minimum wall thickness. Casing pipe 12 inch diameter and smaller shall be Class 200 PVC water pipe - ASTM D-2241. Steel casing pipe shall be used on all railroad crossings.

B. Fabrication of steel casing shall be in accordance with AWWA C200 unless otherwise noted. The Contractor may select a greater thickness and diameter to accommodate the method of work, loadings involved, the site and possible interferences, but at no additional cost to Owner. Provide 2-inch grout connections in the form of threaded couplings welded to the steel shell regularly spaced at 4 feet on centers at the top and bottom of the casing.

C. Join steel casing sections by butt-welding in the field. Prepare ends of casings for welding by providing 1/4-inch by 45-degree chamfer on outside edges.

1. Welding preparation shall comply with ASME B31.3, paragraph 328.4. Limitations on imperfections in welds shall conform to the requirements in ASME B31.3, Table 341.3.2 and paragraph 341.4 for visual examination.

2. Prepare edges of plate to be butt-welded. Butt-weld all joints.

3. Clean each layer of deposited weld metal prior to depositing the next layer of weld metal, including the final pass, by a power-driven wire brush.

4. Welding electrodes shall comply with AWS A5.1.

2.02 CASING SPACERS

A. Casing spacers shall be bolt-on style with a shell made in two sections. Carrier pipes larger than 6-inches in diameter require Type 304 stainless steel bands. Polyethylene may be used on carrier pipes smaller than 6 inches. Connecting flanges shall be ribbed. The stainless steel shell shall be lined with a PVC liner 0.090 inch thick with 85-90 durometer. Nuts and bolts shall be 18-8 stainless steel. Construct runners of ultra high molecular weight polymer. Support runners by risers made of Type 304 stainless steel. Weld the supports to the shell, and passivate the welds. Casing spacers shall be Cascade Waterworks Mfg. Co., PSI, APS, or approved equal.

B. Runners shall be sized to allow a 1-inch clearance between the encasement pipe I.D. and the O.D. over the runners when installed on the carrier pipe and provide clearance between pipe bell and casing wall, if required. Casing and spacers may be sized accordingly if a bell-less pipe product is used as the carrier pipe.

C. Casing spacers shall be installed at manufacturer-recommended intervals on the carrier pipe.

2.03 CASING SEALS

A. Casing seals shall be 1/8-inch-thick synthetic rubber, designed to fit snugly around pipe and casing. Casing seals shall be one piece with no field seams. Bands and hardware for attachment to pipe and casing outside diameter shall be stainless steel. Products: PSI, APS or approved equal.

2.04 DRILLING FLUID

A. Drilling fluid shall be bentonite and water or a combination of bentonite and polymers and water formulated to move cuttings to the surface and lubricate the pipe during pullback.

2.05 DRILL PIPE

A. Drill pipe shall be steel with sufficient strength to withstand the maximum rated pullback and pushing load of the drilling equipment. Drill pipe joints shall be flush and capable of transmitting maximum rated torque of the drilling equipment.

2.06 DOWNHOLE TOOLS

A. Cutting heads, back-reamers, and hole-openers shall be suitable for the soil and rock conditions anticipated by the Contractor.

B. Grips, pulling heads, and swivels shall be compatible with the pipe material. Design to transmit without distortion the maximum rated pullback force of the equipment used. Grips, pulling heads, and swivels shall be specifically engineered for directional drilling applications.

C. Tracking equipment shall be capable of determining the location of the cutting head at depth within ± one foot.

2.07 HORIZONTAL BORING EQUIPMENT

A. Provide a hydraulically steerable boring head to be advanced by jacking pipe. The principal components of the jacking system shall be manufactured by a reputable equipment manufacturer. The microtunnel excavation machine shall be part of a complete system designed and engineered to fit and function together including the following subsystems: jacking system, spoil removal system, lubricant

injection system, and guidance system. Operator shall be safely positioned above ground with a full view of the controls and laser target to observe changing soil conditions and to monitor line and grade.

B. For horizontal boring and jacking, provide a prefabricated skid base with guide rails which functions as an alignment guide for starting the excavation head and pipe into the ground. Design yoke used to push the pipe to ride in the skid base so that the force is applied uniformly against the pipe and accurately aligned with the bore. Hydraulic rams for pushing the yoke shall have a minimum thrust capacity of 400 tons.

PART 3 EXECUTION

3.01 DIRECTIONAL BORING

A. The pipe shall follow the line and grade shown in the drawings and shall exit the ground within one foot of the design location.

B. Construct a pilot bore at the centerline alignment and grade as shown in the drawings. Circulate drilling fluids to maintain an open bore at all times. If the path of the pilot bore is successfully completed, then proceed with the reaming procedure, and pull the pipe from the receiving location (exit pit) to the sending location (entry pit). If the pilot bore could not be successfully completed, then do not proceed with the reaming procedure until the Owner, Owner's Representative, Engineer, and Contractor have met to discuss alternative options for the pipeline crossing. The pilot bore and reaming procedure shall be controlled by a magnetic survey system including accelerometers, magnetometers, connector wire, and survey probe. The guidance system shall be capable of measuring depth, location, pitch, and roll of the bore and shall be able to indicate depth up to 30 feet.

C. Upon completing the pilot bore, pull the drill pipe back through the bore using an oversized backreamer larger than the proposed pipe to be pulled back through the bore hole. Repeat backreaming as necessary to enlarge the bore to provide sufficient clearance for the pipe. Attach pulling head and swivel and pull pipe through with closed end. Pull pipe back in one continuous pull to avoid closure of the bore hole.

D. Install the pipe in a manner that does not cause upheaval, settlement, cracking, movement, or distortion of the surface material including bridge walls, rock retaining walls, and roadways.

E. Locate the entrance and exit pits to be within the Owner's right-of-way.

F. Where the staging area permits, join entire length of pipe to be pulled through bore prior to commencement of pullback operation. If not feasible because of the length of the bore and the size of the staging area, each pipe section may be fused or welded to the previous section before the pull back. Support weight of joined pipe suspended on rollers to minimize pulling forces. Ballast the installation if required by the pipe manufacturer or engineer.

3.02 BORING AND JACKING

A. Fit the boring machine to the leading section of the pipe to be flush with the outer surface of the pipe. Anchor the machine to prevent any wobble or alignment variation during the jacking operation.

B. The maximum allowable overcut shall not be greater than 33% larger in radius than the outside diameter of the pipe. Completely pressure-fill the annular space created by the overcut with bentonite lubricant.

C. Restrained joint carrier pipe shall extend a minimum of 10’ beyond ends of casing pipe.

D. Backfill at the ends of the casing pipe shall be hand placed and shall be thoroughly compacted for a distance along the axis of the pipe at least three feet out from the end of the casing for the full width of the trench and to a height at least one foot above the pipe.

E. Spoil removal from the face shall be by automatic hydraulically driven means. Design spoil conveyance to minimize damage to pipe interior.

F. Use intermediate jacking stations when primary jacking forces will exceed specified acceptable bearing stresses on the pipe or when primary jacking forces will exceed the capacity of the primary jacks.

G. Fit a sectional shield or steel jacking head to the leading section of the casing to extend around the outer surface of the upper two-thirds of the casing and project at least 18 inches beyond the driving end of the casing but do not protrude more than 1/2 inch outside of the outer casing surface. Anchor the head to prevent wobble or alignment variation during the jacking operation. To avoid causing a collapse of ground outside the casing, carry out excavation entirely within the jacking head and not in advance of the head.

3.03 PRE-BORE AND POST-BORE PRESSURE TESTING

A. Prior to pulling pipe through the directional bore hole, the pipe shall be pressure tested in accordance with Section 400510. Perform pressure testing again after final installation of the pipe and before final acceptance by the Owner.

B. At the Contractor's option, pipe need not be pressure tested before pulling the pipe through the bore hole. In such case, if the pipe does not pass the pressure test after installation, then remove the entire pipe from the bore hole, repair the pipe, and perform pressure testing prior to reinstalling the pipe and again after reinstallation.

3.04 SETTLEMENT

A. Repair any damage resulting from surface settlement or heave of greater than 1.0 inch caused by shaft excavation, dewatering, or conduit installation at no additional cost to the Owner.

3.05 COORDINATION

A. For bored pipe crossing under roadways, railroads, or other installations not within the jurisdiction of the Owner, the Contractor shall comply with regulations of said authority and shall be subject to approval or rejection by the authority.

B. Provide barricades, temporary fencing, traffic control and other safety devices required by the agency responsible for the facility to be crossed.

C. Contractor shall exercise caution during boring operations to protect existing utilities and roadbeds. Contractor responsible for obtaining “locates” and all damage resulting from construction operations.

D. Bored installations for railroads shall be governed by the American Railway Engineering Association, Part 5, Section 5.2, "Specifications for Pipelines Conveying Non-Flammable Substances" in supplement to conditions stipulated by permit issued by the Railroad.

E. The Contractor shall obtain permits for Railroads, Interstate and Highway crossing from MoDOT, the City, and County as in indicated in the Section Permits. Contractor shall post any bonds or cash deposits, obtain any additional insurance required, or provide other required assurances required by the

governing authority of the facility being crossed. Contractor shall obtain permits and coordinate for crossings of utilities.

F. If engineering plans for crossings do not reflect surveyed information, the restrained joint areas are not to be considered exact and represent the generalized location of the restrained joint pipe. The actual location, length, and size of the restrained joint area will be determined in the field by the Owner's Representative and may differ from that shown on the drawings.

G. Provide long-body transition couplings and reducers as necessary to complete the connection to the adjoining pipe. The Contractor shall provide the required depth of cover over the pipe upon tying in the restrained joint pipe with the adjoining pipeline.

3.06 DEWATERING

A. Provide and maintain means and devices to remove and dispose of all water entering the bore pit excavation, pipe, and jacking pit during the time the tunnel is being excavated, during the jacking of the pipe, and until the backfill at the jacking pits has been completed. These provisions shall apply during the noon hour as well as overnight. Dispose of the water in a manner to prevent damage to adjacent property. Do not drain trench water through the pipeline under construction.

3.07 LOCATION OF EXCAVATED MATERIAL

A. Place excavated material only within the working area or within the areas shown in the drawings. Do not obstruct any roadways or streets. Conform to federal, state, and local codes governing the safe loading of trenches with excavated material. Dispose of excess material off site.

3.08 DRILLING FLUIDS

A. Contain and dispose of the drilling mud in accordance with state and federal regulations and permit conditions. Install erosion and sedimentation control measures including straw bales to prevent drilling mud from inadvertently spilling out of the entrance/exit pit. Monitor drilling fluids at the surface to avoid excessive downhole pressures which may buckle the surface or the pipe during installation.

3.09 EXTERIOR GROUTING

A. Immediately after completion of the boring and jacking operation, inject lean grout through grout connections in the pipeline in such a manner as to completely fill all voids outside the pipe resulting from the operation. Control grout pressure to avoid deformation of the pipe, avoid damaging or plugging of adjacent subdrains, and avoid movement of the surrounding ground. After completion of grouting, close the grout connections with plugs and repair the interior of the pipe.

END OF SECTION

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BARTLETT & WEST

SECTION 02450

UNDERGROUND CROSSINGS

PART 1 GENERAL

1.01 DESCRIPTION

A. Work under this section consists of materials and installation of crossings utilized on the pipelines to be installed. The crossings are to be complete with all materials, excavation, backfill, drilling, boring, and casings as required to complete the crossings as specified herein or as detailed on the Drawings.

1.02 SUBMITTALS

A. Submit manufacturer’s data on casing pipe, carrier pipe, casing spacers, end seals, and other miscellaneous material required to complete the crossing.

PART 2 MATERIALS

2.01 PVC CASING PIPE

A. PVC casing pipe shall comply with AWWA C605 with the exception that the joints may be solvent weld or may be restraint joint PVC pipe. Minimum pipe class and size shall be as noted on the Drawings. Materials to be utilized for the solvent weld joints of the casing pipe shall be in accordance with the manufacturer's recommendations and shall be compatible with the pipe utilized.

2.02 STEEL CASING PIPE

A. Casing pipe shall be smooth steel pipe. Steel pipe used for steel casing shall meet one of the following material specifications: ASTM A53, Grade B; ASTM A139, Grade B; or ASTM A135, Grade B.

2.03 CONCRETE

A. Concrete for encasements utilized in crossing of sewer facilities or other locations where concrete encasement is required shall be Type III (compressive strength of 2500 psi with 5” maximum slump).

PART 3 EXECUTION

3.01 CASED BORED UNDERGROUND CROSSINGS

A. Cased underground crossings for pipelines which pass under State or Federal paved highways, or other designated roads or facilities as staked in the field by the Owner's Representative shall be encased with the type of encasement pipe necessary to meet the requirements of the Railroad, Highway Department, County, or other governing agencies. Material type and wall thickness shall be as shown on the Drawings.

B. The pipeline and casing shall be installed by dry boring or the ‘Directional Drilling’ within the limits shown on the Drawings. Open trench excavation or casing installation may be utilized for areas outside the boring limits. Work within the R/W shall conform to the requirements of the applicable permit and shall be completed to the limits shown on the Drawings.

C. Carrier pipe for encased and bored crossings shall be bell joint and gasket PVC as specified in Section 15060.

D. Casing spacers and rubber end seals shall be as shown on the Drawings.

E. Compaction of backfill within these areas shall be in accordance with APWA requirements.

3.02 UNCASED BORED UNDERGROUND ROAD CROSSINGS

A. Pipeline crossings of other roads may be designated by the Drawings or Owner's Representative as uncased bored road crossings.

B. The pipeline shall be installed beneath the road bed by dry boring or the ‘Directional Drilling’ method within the limits shown on the drawings. Carrier pipe shall be provided in standard laying lengths. The Contractor shall make every attempt to eliminate installation of pipe joints beneath the limits of the road bed. If joints need to be installed beneath the road bed the Contractor shall review the installation with the Owner's Representative to determine the most desirable placing of those joints.

C. Restrained joint pipe, is required for carrier pipe in uncased road crossings. Additional payment will be made for the use of restrained joint pipe.

D. Some pipelines crossing roadways, concrete or asphalt approaches or driveways, may not be shown on the Drawings or designated as road crossings and shall be installed as a portion of and subsidiary to pipeline installation. In such cases additional payment shall be made for removal and replacement of roadway or driveway surface.

3.03 SEWAGE SYSTEM CROSSINGS

A. The following provisions shall pertain to crossings of sewage system crossings, septic tanks, lateral fields, waste stabilization ponds, sewer lines discharging to the ditch, or when other sources of pollution are encountered. These crossings and the cost of all materials and labor shall be subsidiary to pipeline installation.

1. All water main distribution and supply lines shall be installed at least 25 feet (horizontal distance) from any septic tank or waste stabilization pond.

2. When it is necessary for a water line to cross a non-perforated sewer line such as a sewer drain, a sewer lateral, or a sewer draining to the road ditch, the water line shall be encased for 20 feet (horizontal distance) either side of the sewer line or point of discharge with solvent weld PVC pipe. Casing pipe size shall be the size used for Road Crossings as described in the detailed drawings. Center the waterline at the crossing, such that the waterline pipe joint is located at least 10 ft. horizontally from the crossing.

3. When it is absolutely necessary for a water line to cross a perforated sewer line or pass through a drainfield, the water line shall be encased for the entire distance of the drainfield plus 25 feet on either side of the drainfield with solvent weld PVC pipe. Casing pipe size shall be the size used for Road Crossings as described in the detailed drawings. However, prior to making the proposed crossing, a written request asking for approval shall be submitted to the Missouri DNR.

4. When it is necessary to install a water service line parallel to a sewer drain, a minimum horizontal distance of 10 feet shall be maintained.

5. Maintain at least 18" vertical separation between the waterline and the crossing. In any event the vertical separation requirements and encasement shall be no less than the requirements of the Missouri DNR.

3.04 UTILITY CROSSINGS

A. Utility crossings are not shown either expressed or implied on the drawings. Generalized locations of some utilities may be shown on the drawings. If shown, such locations were derived from the utility's general location maps and are not to be considered exact.

B. The following items shall pertain to utility crossings encountered on the Project.

1. All utility crossings shall be made in accordance with the provisions of the utility permit, including compaction of backfill.

2. If a utility crossing permit is not required, the crossing shall be made in accordance with the guidelines of the utility.

3. Excavation and backfill shall comply with APWA requirements.

4. Unless specifically denoted as a separate pay item and shown as such by a pay item note on the drawings, utility crossings shall be subsidiary to pipeline installation.

5. Prior to crossing any utility, proper notification shall be provided to the utility as required by Missouri One-Call and in accordance with applicable laws, regulations, and ordinances.

END OF SECTION

SECTION 15060

PIPE AND PIPE FITTINGS

PART 1 GENERAL

1.01 DESCRIPTION

This section includes materials, installation, and testing of:

A. PVC pipe.

B. High-density polyethylene pipe and fittings.

C. Ductile iron pipe fittings

D. Fusible PVC

1.02 SUBMITTALS

A. Submit shop drawings.

B. Provide affidavit of compliance with applicable standard.

C. Submit fully dimensioned cross-section of the bell and barrel of the pipe. Show the bell maximum outside diameter in the pressurized area and its minimum wall thickness at the same location.

D. Submit manufacturer's literature of gray iron and ductile-iron fittings including dimensions, thickness, weight, coating, lining, and a statement of inspection and compliance with the acceptance tests of AWWA C110 or C153. Submit copy of report of pressure tests for qualifying the designs of all sizes and types of AWWA fittings that are being used in the project. The pressure test shall demonstrate that the minimum safety factor described in AWWA is met:

E. Submit materials list for review. Submit manufacturer's recommended method of installing pipe, including methods for butt-fusing joints.

F. For polyethylene pipe, manufacturer shall provide certification that stress regression testing has been performed on the specific product. Certification shall include a stress life curve per ASTM D2837.

G. Provide certification that polyethylene material is listed by the Plastics Pipe Institute in PPI TR-4 with a 73°F hydrostatic design stress rating of 800 psi and a 140°F hydrostatic design stress rating of 400 psi. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D2837 and PPI TR-3 testing and validation of samples of the pipe manufacturer's production pipe.

H. Manufacturer's certification shall state that pipe was manufactured from one specific resin in compliance with these specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.

I. Submit certified lab data to verify specified physical properties. Certify that tests are representative of pipe supplied for this project.

J. Submit recommended locations of flanged joints, unions, shop-fabricated fittings, and connections to other pipe materials. Submit detailed drawings of fittings.

K. Submit installation schedule.

L. Submit qualification certificates for operators of heat fusion equipment.

M. Submit certified copies of mill test reports for bolts and nuts, including coatings if specified. Provide recertification by an independent domestic testing laboratory for materials originating outside of the United States.

1.03 REFERENCES

A. ANSI/ASTM D1784 - Rigid Polyvinyl Chloride (PVC) Compounds.

B. ANSI/ASTM D2241 - Polyvinyl Chloride (PVC) Pressure-Rated Pipe (SDR Series)

C. ANSI/ASTM D2564 - Solvent Cements for Polyvinyl Chloride (PVC) Plastic Pipe and Fittings.

D. ANSI/AWWA C110 - Ductile-Iron and Gray-Iron Fittings, 3 In. through 48 In. (75 mm through 1200 mm), for Water and Other Liquids.

E. ANSI/AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

F. ANSI/AWWA C153 - Ductile-Iron Pipe Compact Fittings, 3 In through 24 In. (76 mm through 610 mm) and 54 In. through 64 In. (1400 mm through 1600 mm), for Water Service.

G. ANSI/AWWA C605 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

H. ANSI/AWWA C900 – Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 inch through 12 inch, for Water Transmission and Distribution.

I. ANSI/AWWA C905 -- Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 inch through 48 inch, for Water Transmission and Distribution.

J. ANSI/AWWA C906 – Polyethylene (PE) Pressure Pipe and Tubing, 4 inch through 63 inch for Water Distribution and Transmission.

K. ANSI/AWWA C909 – Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe, 4 inch through 24 inch, for Water Distribution

PART 2 MATERIALS

2.01 PIPE AND TUBE

A. PVC Plastic Pipe

1. ANSI/ASTM D1784, Class 12454-A or 12454-B compound specifications.
2. 2,000 psi design stress for water at 73.4 degrees F., designated as PVC 1120.
3. Pipe shall bear the NSF seal of approval and shall conform to the Department of Commerce PS22-70 (SSDR-PR).
4. Pipe shall have integral bell joints or shall be jointed with a double gasket coupling. Integral bell joints and double gasket couplings shall conform to ASTM D-3139. Double gasket couplings shall have a pipe stop in the center of the coupling. Each male pipe end shall be marked with a line to indicate the full seating depth of the pipe.
5. Pipe shall be the pressure class and size as indicated on the drawings.
6. Cast iron equivalent outside diameter.

B. Factory Testing of PVC Pipe

1. Test the quick-burst strength of pipe produced from each extrusion outlet at the beginning of production of each specific material, style, or size; thereafter, test one sample every 24 hours. Test a minimum of five specimens total. Test in accordance with ASTM D1599. For bell-end pipe, include the bell (with any reinforcement sleeve) as part of at least two specimens.
2. Perform sustained pressure test in accordance with ASTM D2241 and D1599, except that test pressure may be 6% less than that given in Table 3 of ASTM D2241. If pipe has been tested previously, submit copy of test report.
3. Perform burst pressure test in accordance with ASTM D2241 and D1599, except that test pressure may be 6% less than that given in Table 4 of ASTM D2241.
4. Test the flattening resistance and impact resistance of pipe produced from each extrusion outlet at the beginning of production of each specific material or size; thereafter, test one sample every 24-hour shift or every 100 pieces. Test a minimum of three specimens total. Test for flattening resistance per ASTM D2241, Section 7.6. Test for impact resistance per ASTM D256, Method A. The minimum impact strength shall be 0.65 ft-lbs/inch.
5. Test the pipe produced from each extrusion outlet by the acetone-immersion method at the beginning of production of each specific material or size; thereafter, test one sample every 24-hour shift or every 100 pieces. Test per ASTM D2152.

6. When any product fails to meet a specified test requirement, perform additional tests to determine which products are acceptable of those produced from the same extruder or mold as of the last favorable test. Reject pipe that fails to meet any test requirement.

C. Ductile Iron Pipe

1. Conforming to ANSI/AWWA C150 and C151.
2. Cement-mortar lined, standard thickness, according to ANSI/AWWA C104. Lining thickness shall be the double thickness listed in ANSI/AWWA C104, Section 4.8. Cement for lining shall conform to ASTM C150, Type II.
3. Joint Type: Push-on, mechanical, flanged, or restrained.
4. Provide with fusion bonded epoxy coating for the interior and exterior surfaces. Minimum coating and lining thickness of 8 mils on the body. Epoxy coating to be applicable for wastewater uses.
5. Gaskets: In accordance with ANSI/AWWA C111.
6. Wrapping: Polyethylene (8 mil) encasement in accordance with AWWA C105, the entire length of pipe with an overlap of one foot at each joint, securing and sealing with industrial duct tape.
7. Restrained joints shall utilize integral bell gland and restrain through wedge-action. US Pipe, “TR Flex”; American, “Flex-Ring”; or approved equal.

D. Fusible Polyvinylchloride Pipe

1. A Fusible polyvinylchloride pipe for potable water shall conform to AWWA C900, AWWA C905, ASTM D2241 or ASTM D1785, as applicable. Testing shall be in accordance with the referenced AWWA standards for all pipe types. Pipe shall be marked verifying suitability for potable water service per NSF-61.
2. Fusible polyvinylchloride pipe for non-potable water or pressurized wastewater not conforming to AWWA C905 dimensionality shall conform to AWWA C900, ASTM D2241 or ASTM D1785 for standard dimensionality, as applicable. Testing shall be in accordance with the referenced AWWA standards.
3. Fusible polyvinylchloride pipe for non-potable water or pressurized wastewater conforming to AWWA C905 dimensionality shall conform to AWWA C905.
4. Fusible polyvinyl chloride pipe for non-pressure storm or wastewater not conforming to AWWA C905 dimensionality shall conform to ASTM D3034, ASTM F679, AWWA C900, ASTM D2241, or ASTM D1785 for standard dimensions, as applicable. Testing shall be in accordance with the applicable standard used.
5. Fusible polyvinylchloride pipe for non-pressure storm or wastewater conforming to AWWA C905 dimensionality shall conform to AWWA C905.
6. Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
7. Fusible polyvinylchloride pipe shall be manufactured in a standard 40’ nominal length or custom lengths as specified.
8. Fusible polyvinylchloride pipe shall be blue in color for potable water use. Fusible polyvinylchloride pipe shall be purple in color for reclaim, reuse, or other non-potable use. Fusible polyvinylchloride pipe shall be green in color for wastewater use. Fusible polyvinylchloride pipe shall be white in color for surface or storm water use.
9. Pipe shall be marked as follows:
   a. Nominal pipe size
   b. PVC
   c. Dimension Ratio, Standard Dimension Ratio or Schedule
   d. AWWA pressure class, or standard pressure rating for non-AWWA pipe, as applicable

e. AWWA standard designation number, or pipe type for non-AWWA pipe, as applicable

f. Extrusion production-record code

g. Trademark or trade name

h. Cell Classification 12454 and/or PVC material code 1120 may also be included

10. Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other visible deleterious faults.

E. Polyethylene (PE) Pipe

1. Pipe 1/2 inch through 3 inches shall conform to AWWA C901 with the SDR and the pressure rating in accordance with Table 5.

2. Pipe and fittings 4 inches through 20 inches shall conform to AWWA C906. The minimum wall thickness shall be in accordance with Table 5 for the SDR shown in the drawings. Produce the pipe to the dimensions and tolerances specified in ASTM F714

3. Pipe shall have a nominal IPS outside diameter.

4. The pipe shall be homogeneous throughout and free of visible cracks, holes, voids, foreign inclusions, or other deleterious defects and shall be identical in color, density, melt index, and other physical properties throughout.

5. Pipe shall have a minimum hydrostatic design basis (HDB) of 1,600 psi, as determined in accordance with ASTM D2837.

6. Pipe Material

a. Materials used for the manufacture of polyethylene pipe and fittings shall be very high molecular weight, high-density ethylene/hexene copolymer PE 3408 polyethylene resin meeting the physical property and pipe performance requirements listed below.

Property	Specification	Units	Min. Values
Material Designation	PPI/ASTM	---	PE3408 PE4710
Material Classification	ASTM D1248	---	III C 5 P34
Cell Classification	ASTM D3350	---	345434C
Hardness	ASTM D2240	Shore "D"	64
Compressive Strength (Yield)	ASTM D695	psi	1,600
Tensile Strength @ Yield (Type IV Spec.)	ASTM D638 (2"/min)	psi	3,200
Elongation @ Yield	ASTM D638	%, min.	8
Tensile Strength @ Break (Type IV Spec.)	ASTM D638	psi	3,500 psi
Elongation @ Break	ASTM D638	%, min.	600
Modulus of Elasticity	ASTM D638	psi	110,000
ESCR:			
(Cond A,B,C: Mold. Slab)	ASTM D1693	Fo, Hrs	Fo>5,000
(Compressed Ring [Pipe])	ASTM F1248	F50, Hrs	F50>1,000
Slow Crack Growth	Battelle Method	Days to Failure	Fo>32
Impact Strength (IZOD) (0.125-Inch Thick)	ASTM D256 (Method A)	in-lb/in Notch	42

Property	Specification	Units	Min. Values
Linear Thermal Expansion Coefficient	ASTM D696	in/in/°F	1.2 x 10-4
Thermal Conductivity	ASTM C177	BTU, in/ Ft2/hrs/°F	2.7
Brittleness Temp.	ASTM D746	°F	<-180°F
Vicat Soft. Temp.	ASTM D1525	°F	257
NSF Listing	Standard 14	---	"Listed"
*Standard deviation 0.01.			

b. The pipe shall be extruded from pre-compounded resin. In-plant blending of resin is unacceptable.

7. Fittings: Minimum radius of fabricated elbows shall be 2.5 diameters. The fittings shall be fully pressure rated by the manufacturer to provide a working pressure equal to the pipe for 50 years of service at 73°F with an included 2:1 safety factor. Manufacture the fittings from the same resin type, grade, and cell classification as the pipe. Fittings shall be homogeneous throughout and free from cracks, holes, foreign inclusions, voids, or other injurious defects. The fittings shall be as uniform as practicable in color, opacity, density and other physical properties. The minimum "quick-burst" strength of the fittings shall not be less than that of the pipe with which the fitting is to be used.

8. Joints: Join sections of polyethylene pipe into continuous lengths on the jobsite above ground. The joining method shall be the butt fusion method performed in accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer requirements of 500°F, alignment, and 150-psi interfacial fusion pressure.

9. Butt fusion joining shall result in a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used. Extrusion welding or hot gas welding of HDPE shall not be used. Flanges, unions, grooved-couplers, transition fittings, and some mechanical couplers may be used to connect HDPE pipe mechanically without butt fusion where shown in the drawings and at elbows and tees.

2.02 STANDARD PIPE FITTINGS

A. Ductile Iron Fittings:

1. Mechanical Joint: Conforming to ANSI/AWWA C110 or ANSI/AWWA C153.

2. Cement-mortar lined, standard thickness, according to ANSI/AWWA C104.

3. Provide with fusion bonded epoxy coating for the interior and exterior surfaces. Minimum coating and lining thickness of 8 mils on the body. Epoxy coating to be applicable for wastewater uses.

4. Gaskets: In accordance with ANSI/AWWA C111. Locking gaskets shall not be used to restrain piping.

5. Wrapping: Polyethylene (8 mil) encasement in accordance with AWWA C105, extend one foot beyond the fitting and securing and sealing the ends with industrial duct tape.

B. PVC Pipe Fittings:

1. Mechanical Joint: Conforming to ANSI/AWWA C110 or ANSI/AWWA C153, use on 4-inch and larger PVC pipe.

2. Gasket Joint: Conforming to ANSI/ASTM D2729, use on 1-1/2 inch through 3 inch

3. Solvent Weld Joint: conform to ANSI/ASTM D2564, use on 1 inch and smaller.

4. ASTM C564 rubber gasket joints (transition gaskets for PVC pipe).

5. ANSI/AWWA C111/A21.11-90, rubber gasket joints.

C. HDPE Fittings:

1. Provide butt fusion HDPE fittings when joining HDPE to HDPE pipe.

2. Provide MJ fused adapter with MJ restraint for all connections at valves, meter pits or transitioning to PVC.

3. Provide concrete thrust collar on either side of stream crossings at all transitions to PVC pipe.

D. Fusible PVC Fusion Joints

1. Unless otherwise specified, fusible polyvinylchloride pipe lengths shall be assembled in the field with butt-fused joints. The fusion technician shall follow the pipe supplier's guidelines for this procedure. All fusion joints shall be completed as described in this specification.

E. PVC Restraining Glands:

1. Utilized to restrain PVC pipe to mechanical joint fittings in conjunction with concrete thrust blocking.

2. Restrained joints shall be provided by restraining systems that incorporate a series of machined serrations on the inside diameter of a restraint ring to provide positive restraint. Restraining systems shall meet or exceed the requirements of UNI-B-13-94 and ASTM F1674 and the following:

a. Restraint devices for bell-and-spigot joints shall consist of a split restraint ring installed on the spigot, connected to a solid backup ring seated behind the bell.

b. Restraint devices for connection to ductile-iron mechanical joints shall consist of a split restraint ring installed behind the ductile-iron fitting follower gland and gasket and shall retain the full deflection capability of the joint.

c. The split restraint ring shall be machined to match the outside diameter of the pipe, provide full 360-degree support around the barrel of the pipe, and shall incorporate a series of machined serrations for gripping the outside surface of the pipe. The serrations shall be uniform and extend the full circumference of the clamp. The ring shall also incorporate a positive means of avoiding applying excessive clamping force to the pipe.

d. Materials used in the restraint device shall be ductile iron conforming to ASTM A536, Grade 60-42-12 or 65-45-12.

e. T-bolts, studs, and connecting hardware shall be high-strength, low alloy material in accordance with AWWA C111.

f. Design restraining devices to have a 2:1 safety factor based on the design strength of the pipe.

g. Restraining devices shall be UNI-Flange Block Buster Series 1300 or 1500, EBAA Iron Series 1600, or approved equal.

2.03 FLEXIBLE PIPE COUPLINGS

A. Couplings shall have middle rings made of steel conforming to ASTM A 36, A 53 (Type E or F), or A 512 having a minimum yield strength of 30,000 psi. Follower rings shall be steel (ASTM A 108, Grade 1018, or ASTM A 510, Grades 1018 or 1021). Minimum middle ring length shall be 5-inches for pipe sizes 3/4 inch through 4-1/2 inches; 7-inches for pipe sizes 5-inches through 24-inches; and 10-inches for pipe sizes larger than 24-inches. Longer couplings shall be provided adjacent to buried valves to allow valve removal.

B. Coupling shall be Dresser Style 38, Smith-Blair 411A, or approved equal.

C. Steel sleeve bolts shall have a minimum yield strength of 40,000 psi, an ultimate strength of 60,000 psi, and shall conform to AWWA C111.

D. Steel follower rings shall be cast, forged, or hot rolled in one piece. Do not use rings fabricated from two or more shapes.

E. Flanged coupling adapters shall be steel: Dresser Style 128, Smith-Blair 913A, or approved equal. Flange ends shall conform to ANSI B16.1, Class 125.

F. Transition couplings for connecting different pipes having different outside diameters shall be steel: Dresser Style 62 or 162, Smith-Blair 413A or 415A, or approved equal.

G. Insulating couplings shall be Steel: Dresser Style 39, Smith-Blair, or approved equal.

H. Combination transition and insulating couplings shall be steel: Dresser Style 39-162, Smith Blair, or approved equal.

I. Joint Harness

1. Joint harness for flexible couplings shall be as shown on the drawings. Bolt or stud material shall conform to ASTM A 193, Grade B7. Nuts shall conform to ASTM A 194, Grade 2H. Joint harness for ductile iron pipe shall be as shown on drawings. Retainer gland shall be ductile iron in accordance with ASTM A 536. Retainer ring used for welding to pipe to restrain retainer gland shall be steel, ASTM A36.

2. Provide washer for each nut. Washer material shall be the same as the nuts. Minimum washer thickness shall be 1/8 inch.

J. Gaskets for flexible pipe couplings shall be made of Buna-N or nitrile material.

2.04 GROOVED-END COUPLINGS

A. Couplings shall conform to AWWA C606.

B. Grooved-end pipe couplings shall be malleable iron, ASTM A 47 (Grade 32510), or ductile iron, ASTM A 536 (Grade 65-45-12). Gaskets shall be halogenated butyl rubber and shall conform to ASTM D 2000.

C. Bolts in exposed service shall conform to ASTM A 183, 110,000-psi tensile strength. Bolts in buried or submerged service shall be Type 304 Stainless Steel ASTM A 193, Grade B8, Class 2.

D. Couplings for pipe 36-inches and smaller shall be rigid type except where flexible radius couplings are noted on drawings. Couplings shall be Victaulic Style 31 or 44 (DIP), Style 07 or 77 (CMST) or approved equal.

E. Grooved-end adapter flanges for pipe having an operating pressure of 150 psi and less shall be Victaulic Style 341 (DIP), Style 741 (CMST), or equal. Flange dimensions shall conform to ANSI B16.1, Class 125.

2.05 GASKETS

A. Gaskets for 125 lb. flanges, except PVC pipe, shall be full face, 1/8-inch thick, cloth-inserted rubber with a Shore “A” hardness of 75 to 85. Gaskets shall be suitable for a pressure of 200 psi at a temperature of 180°F. Products: John Crane Co. Style 777, Garlock Style 3000, or approved equal.

B. Gaskets for 250 lb. flanges shall be 1/16 inch thick, full face or ring. Gaskets shall be non-asbestos, wire mesh reinforced: John Crane Style 2160, Garlock Style 3000, or approved equal.

C. Gaskets for PVC flanged joints shall be full faced, 1/8-inch thick, made of ethylene propylene diene monomer (EPDM) rubber. When the mating flange has a raised face, provide a flat ring gasket filler between the PVC flange gasket and the adjacent flange.

D. Gaskets for push-on and mechanical joint fittings shall be in compliance with AWWA C111.

2.06 MODULAR ANNULAR SEALING DEVICES

A. Modular annular sealing devices shall be of the modular mechanical type, utilizing interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe sleeve and the passing pipe. Assemble links with Type 316 stainless-steel bolts to form a continuous rubber belt around the pipe, with a pressure plate under each bolthead and nut. Devices shall be Link-Seal or approved equal.

B. The size of the wall sleeve needed to accommodate the passing pipe shall be as recommended by the modular annular seal manufacturer.

C. Wall sleeves for modular annular sealing devices shall be galvanized in accordance with ASTM A 123.

2.07 TAPPING SLEEVES

A. Tapping sleeves shall comply with Manufacturers Standard Society and AWWA C223.

B. The minimum working pressure rating shall be 150 psig. The height from the flange surface to the pipe centerline shall comply with MSS SP-111. Recess dimensions are per MSS SP-60.

C. Tapping sleeves shall include the appropriate sized gate valve to isolate the flow of water.

D. Top Shell: The top shell shall be 18-8 Type 304 stainless steel, minimum 12 gauge thickness. Bottom Shell: The bottom shell shall be 18-8 Type 304 stainless steel, minimum 14 gauge thickness.

E. Flange: The flange shall be 18-8 Type 304 stainless steel and shall have a ¾-inch NPT test port

F. Gasket: The tapping sleeve shall have a full circumferential gasket made of synthetic rubber.

G. Manufacturer: Mueller, Ford, Cascade, Smith-Blair or approved equal.

2.08 ACCESSORIES

A. Polyethylene covering for ductile iron pipe

1. Encase pipe, fittings, valves, and other appurtenances with 8 mil polyethylene film, conform to ANSI/AWWA C105, Class C (Black). Wrap pipe, valves, fittings, and couplings per ANSI/AWWA C105 installation standards.

2. Adhesive tape shall be approximately 2 inches wide, plastic backed, and capable of bonding securely to metal surfaces and/or polyethylene material. Polyken No. 900, Scotchrap No. 50, or approved equal.

3. Minimize exposure of polyethylene film to sunlight.

B. Provide elastomeric seal joints conforming to ASTM D3139. Elastomeric gaskets shall comply with ASTM F477.

C. Pipe Saddles: "Ford" Style S71 for 1-1/2" through 12", Mueller, or approved equal.

D. Saddle Stops: "Ford" Brass Saddle Stops, AWWA Tap, or approved equal.

E. Pipe Couplings: "Dresser" Style 40 (Long Coupling), Smith-Blair, or approved equal.

F. Copper to Polyethylene (PE) Pipe Transition Couplings: "Ford" No. C46-44, Mueller, or approved equal.

G. Tubing Couplings: "Ford" Pack joint couplings, Mueller, or approved equal.

2.09 PIPE SAMPLING

A. The Owner may obtain samples of pipe to be utilized for this work, excluding restrained joint PVC pipe, at the time of delivery to the jobsite. Samples obtained may be used for impact testing as well as other applicable tests. Pipe samples may be taken from each production length provided. The Contractor shall inform the Owner's Representative at least 48 hours in advance of the time and place of pipe delivery so that the Owner's Representative can schedule obtaining the necessary samples. The Contractor shall be responsible for providing the necessary assistance in obtaining the samples and shall be responsible for rebeveling the pipe from which samples are taken.

PART 3 EXECUTION

3.01 DELIVERY AND TEMPORARY STORAGE OF PIPE

A. Ship, store, and place pipe at the installation site, supporting the pipe uniformly. Avoid scratching the pipe surface. Do not stack higher than 4 feet or with weight on bells. Cover to protect from sunlight.

B. Do not install pipe that is gouged or scratched forming a clear depression.

3.02 VERIFICATION OF MEASUREMENTS

A. Before installation, verify measurements at site, including:

1. Actual location of connections to existing waterlines and service lines.

2. Type of joints on existing lines at point of connection.

3. Outside diameter of existing pipe.

B. Make necessary field measurements to determine accurately pipe laying lengths to permit installation without forcing or springing.

3.03 SEPARATION OF WATER MAINS AND SEWERS

A. Horizontal distance shall be no less than 10 feet.

B. Vertical separation distance for water pipelines crossing sewer lines is 2 feet. If vertical separation is less than 2 feet, the sewer line shall be encased in concrete for a distance of 10 feet on each side of the water line. The minimum thickness of the concrete is 6 inches.

3.04 SEPARATION OF WATER MAINS AND OTHER POLLUTION SOURCES

A. Pertains to individual or industrial septic tanks, absorption fields, waste stabilization ponds, wastewater lines discharging into roadside ditches, feedlots or other pollution sources.

B. Provide 25 feet horizontal separation.

C. Water lines shall not be constructed through septic tank tile absorption fields or feedlots.

3.05 DUCTILE IRON AND PVC BURIED PIPE INSTALLATION

A. Install in accordance with ANSI/AWWA C600 (Ductile Iron) and ANSI/AWWA C605 (PVC), manufacturer’s instructions, and as indicated on the Drawings.

B. Close securely open ends of pipe and fittings during progression of Work to prevent entrance of trench water, earth, animals, or other foreign matter.

C. Assemble pipe in conformance with manufacturer's recommendations.

1. Handle pipe in a manner to avoid any damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.

2. Joint deflections shall not exceed the manufacturer's recommended maximum allowable deflections.

3. Grade the bottom of the trench by hand. Remove hard spots that would prevent a uniform thickness of bedding. The trench bottom shall form a continuous and uniform bearing and support for the pipe at every point between bell holes, except that the grade may be disturbed for the removal of lifting tackle.

4. Pipe installed on slopes steeper than 10% shall be laid in the uphill direction.

5. At the location of each joint, dig bell (joint) holes of sufficient dimensions in the bottom of the trench and at the sides to permit visual inspection of the entire joint.

D. Install pipe cap during any time pipe is left unattended.

E. Prevent water, soil, and other foreign material from entering the pipe during laying operations.

F. Soil, vegetation and any other material that has collected in any pipe section shall be removed by swabbing prior to installation.

G. Assembly of Pipe Joint

1. The spigot and bell or bell coupling shall be dirt free and slide together without displacing the rubber ring. Lay the pipe section with the bell coupling facing the direction of laying.

2. Insert the rubber ring into the groove in the bell in the trench just before joining the pipes. First clean the groove. Observe the correct direction of the shaped ring. Feel that the ring is completely seated.

3. Lubricate the spigot over the taper and up to the full insertion mark with the lubricant supplied by the pipe manufacturer. If the lubricated pipe end touches dirt, clean the pipe end and reapply lubricant.

4. Insert the spigot into the bell and force it slowly into position.

5. Check that the rubber ring has not left the groove during assembly by passing a feeler gauge around the completed joint.

H. Wrap buried cast-iron fittings with polyethylene.

I. Tighten mechanical joint bolts to the torque recommended by the manufacturer with a torque wrench. When tightening bolts, it is essential that the gland be brought up toward the flange evenly, maintaining approximately the same distance between the gland and the face of the flange at all points around the socket.

J. Provide thrust blocks or restrained joints at all fittings in pipe having push-on or mechanical joints. Concrete thrust and anchor blocks shall be placed between the undisturbed ground and the fittings to be anchored. All concrete supports shall be allowed to cure for at least five days prior to filling the supported section of pipeline.

K. The Contractor shall make arrangements with the pipe manufacturer to have a factory representative, skilled in the installation of the specified pipe to be present for a minimum of one day at the starting of the laying of the pipe. A pipe supply house representative will not be considered as being a factory representative. Following the visit the factory representative shall provide a letter regarding the site visit and the Contractor's procedures which were observed. The Contractor shall be advised of any practices which are not acceptable to the factory representative.

L. Trees, shrubbery, fences, poles, and all other property and surface structures shall be protected unless their removal is shown on the drawings or authorized by the Resident Project Representative. When it is necessary to cut roots and tree branches, such cutting shall be done under the supervision and direction of the Resident Project Representative.

3.06 FUSIBLE PVC INSTALLATION

A. GENERAL INSTALLATION

1. Installation guidelines from the pipe supplier shall be followed for all installations.
2. The fusible polyvinylchloride pipe will be installed in a manner so as not to exceed the recommended bending radius guidelines.
3. Where fusible polyvinylchloride pipe is installed by pulling in tension, the recommended maximum safe pulling force, established by the pipe supplier, shall not be exceeded.

B. FUSION PROCESS

1. Fusible polyvinylchloride pipe will be handled in a safe and non-destructive manner before, during, and after the fusion process and in accordance with this specification and pipe supplier’s guidelines.
2. Fusible polyvinylchloride pipe will be fused by qualified fusion technicians holding current qualification credentials for the pipe size being fused, as documented by the pipe supplier.
3. Pipe supplier’s procedures shall be followed at all times during fusion operations.
4. Each fusion joint shall be recorded and logged by an approved electronic monitoring device (data logger) connected to the fusion machine, which utilizes a current version of the pipe supplier’s recommended and compatible software.
5. Only appropriately sized and outfitted fusion machines that have been approved by the pipe supplier shall be used for the fusion process. This includes requirements for safety, maintenance, and operation with modifications made for PVC.

3.07 HDPE INSTALLATION

A. Each operator performing fusion joining shall be qualified in the use of the manufacturer's recommended fusion procedure(s) by the following:

1. Appropriate training or experience in the use of the fusion procedure.
2. Making a sample joint according to the procedure that passes the following inspections and tests:
   a. The joint shall be visually examined during and after joining and found to have the same appearance as a photograph or sample of an acceptable joint that was joined in accordance with the procedure; and
   b. Test or examine the joint by one of the following methods:
      (1) Pressure and tensile test as described in 49 CFR 192.283;
      (2) Ultrasonic inspection and found to be free of flaws that would cause failure; or
      (3) Cut into at least three longitudinal straps, each of which is visually examined and found to be free of voids or un-bonded areas on the cut surface of the joint.

c. Each operator shall be re-qualified under the procedure, if, during any 12-month period he does not make any joints under the procedure or has three joints or three percent of the joints he has made, whichever is greater, that are found unacceptable by testing under 49 CFR 192.513.

B. Heat Fusion

1. Comply with ASTM F2620, except as modified below.
2. Use fusion equipment specially designed for heat fusion of HDPE.
3. Maintain the proper temperature of the heater plate as recommended by the pipe manufacturer. Check it with a tempilstik or pyrometer for correct surface temperature.
4. Clean pipe ends inside and outside with a clean cotton cloth to remove dirt, water, grease, and other foreign materials.
5. Square (face) the pipe ends using facing tool of the fusion machine. Remove burrs, chips, and filings before joining pipe or fittings.
6. Check line-up of pipe ends in fusion machine to see that pipe ends meet squarely and completely over the entire surface to be fused. Make sure the clamps are tight so that the pipe does not slip during the fusion process.
7. Insert clean heater plate between aligned ends and bring ends firmly in contact with plate but do not apply pressure while achieving melt pattern. Allow pipe ends to heat and soften. Approximate softening depths are as follows:

Pipe Size, inches	Approximate Melt Bead, inches
2 and below	1/16
3 to 5	1/8
6 to 12	3/16
12 to 20	1/4 to 5/16

8. Carefully move the pipe ends away from the heater plate and remove the plate (if the softened material sticks to the heater plate, discontinue the joint, clean heater plate, re-square pipe ends, and start over).
9. Bring melted ends together rapidly. Do not slam. Apply enough pressure to form a double roll-back bead to the body of the pipe around the entire circumference of the pipe about 1/8- to 3/16-inch wide. Pressure is necessary to cause the heated material to flow together.
10. Allow the joint to cool and solidify properly. Remove the pipe from the clamps and inspect the joint appearance.

C. Sidewall Fusion

1. Accomplish side fusion procedure for HDPE in the field using 2- through 12-inch fusion units and proper heater plate adapters. Where branch outlets are larger than 12 inches in outside diameter, accomplish sidewall fusion in a fitting fabrication shop.
2. Clean the pipe with a clean cotton cloth. Prepare surface of pipe (main) by roughing with 60 grit or coarser utility cloth.
3. Prepare the base of the branch by roughing with 60 grit or coarser utility cloth.
4. Align branch on the main and tighten clamp.
5. Check branch for square alignment.
6. Retract moveable clamp, roll in, and center heater plate with adapter between base of branch and main.

7. For all sizes, apply a strong, firm, continuous pressure until complete melt bead can be seen on main. Release pressure to light pressure. Continue heat soak cycle on branch and main. Watch base of branch for:

Main Sizes, inches	Heat Soak Cycle, Fitting Base Bead
1-1/4 and smaller	1/16-inch Melt Bead
2	1/8-inch Melt Bead
3 and Larger	1/8- to 3/16-inch Melt Bead

8. Retract moveable clamp and cleanly remove heater plate.

9. Bring melted surfaces together rapidly. Do not slam. Apply continuous progressive pressure until proper fusion bead is formed. Maintain pressure until joint has cooled.

D. Placement of Pipe in Trench

1. Per AWWA Manual M55, the care taken by the installer during installation will dramatically affect system performance. A high quality installation in accordance with recommendations and engineered plans and specifications can provide the performance as designed, while a low quality installation can cause substandard performance.

2. After the pipe has been butt-fused and the joints have set, snake the pipe into the trench per the pipe manufacturer's recommendations in order to allow for thermal expansion and contraction of the pipe.

3. Consideration shall be given to pull-out forces caused by circumferential as well as longitudinal thermal contraction when flanged and mechanical joints are used. Make provisions for sealing as well as restraining to compensate for the axial loading due to expansion or contraction and/or pipe settlement.

E. Cold-Bending of Curved Segments: HDPE may be cold-bent to a minimum radius of no less than 30 times the pipe diameter as it is installed along curved alignment. The minimum bending radius that can be applied to the pipe without kinking it varies with the diameter and wall thickness of the pipe and shall not exceed the recommendations of the manufacturer. If adequate space is not available for the required radius, fuse a fitting of the required angle into the piping system to obtain the necessary change in direction

F. Flanged Connections

1. Accomplish mechanical joining to other piping materials (fittings, valves, tanks, pumps, etc.) with factory-made flange adapters and steel or ductile-iron backup flanges. Use flanges to connect lengths of HDPE together when heat fusion is impractical.

2. Use gaskets between the polyethylene flange adapters when recommended by the HDPE pipe manufacturer. Apply sufficient torque evenly to the bolts to prevent leaks. After initial installation and tightening of flanged connections, allow the connections to set for a few hours. Then conduct a final tightening of the bolts.

3.08 GROOVED-END PIPE AND FITTING INSTALLATION

A. Install the grooved-end pipe and fittings in accordance with the coupling manufacturer’s recommendations and the following.

B. Clean loose scale, rust, oil, grease, and dirt from the pipe or fitting groove before installing coupling. Apply the coupling manufacturer’s gasket lubricant to the gasket exterior lips, pipe ends, and housing interiors.

C. Fasten coupling alternately and evenly until coupling halves are seated. Use torques as recommended by the coupling manufacturer.

3.09 INSTALLATION OF FLEXIBLE COUPLINGS OR SOLID SLEEVES

A. Couplings or sleeves shall be used as shown on the Drawings. The coupling or sleeve joints shall be completed in the trench after the pipe has been laid. Each pipe end, for a sufficient distance back from

the end, shall be thoroughly cleaned to remove oil, dirt, and other foreign matter to effectively seal the joint. Remove burrs from pipe ends. Clean gaskets before installing. Glands, gaskets, and sleeves shall then be assembled on the pipe ends, in accordance with the manufacturer's recommendations. Glands and sleeves shall be accurately centered over the pipe ends and one pipe end shall touch the coupling sleeve centering stop if the coupling sleeve is so equipped.

B. Install couplings and sleeves per manufacturer's recommendations. Install couplings and sleeves so that 50% of the total travel is available for expansion and 50% is available for contraction.

C. Bolts shall be tightened to the torque recommended by the manufacturer with a torque wrench in the presence of the Owner's Representative. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly, maintaining approximately the same distance between the gland and the face of the flange at all points around the socket.

D. Wrap complete assembly with two wraps of 8-mil polyethylene tubing per AWWA C105.

3.10 COORDINATION

A. Licenses, permits and certificates as required by law or other regulatory agencies shall be procured and purchased when necessary by the Contractor. The Contractor shall comply with all applicable laws, ordinances, safety provisions, rules and regulations relating to the work.

B. When the construction work area is located in public right-of-way, the Contractor shall obtain a permit from the agency having jurisdiction over that right-of-way. The Contractor shall meet the requirements of the permitting agency.

C. Anytime the construction work area is located in a private utility easement, such as a natural gas pipeline company, the Contractor shall notify the utility and meet all requirements of that utility while working in their easement.

D. The Contractor shall inform affected property owners, even though easements have been obtained, before construction occurs on their property. Should the property contain farm crops, at least three days notice shall be given to allow for harvesting. Crops damaged without notice so given shall be paid for by the Contractor at current market value.

E. The Contractor shall obtain permission, in writing, before cutting fences and repair same to original condition or better. Fences shall be completely repaired the day they are taken apart. Fences left unrepaired may be fixed by the owner and costs deducted from monies due to the Contractor. If a controversy arises over fence cutting and Contractor does not have written permission, damages may be assessed against Contractor to return fence to original condition. Contractor shall use existing openings, insofar as practical to maneuver equipment.

END OF SECTION

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BARTLETT & WEST

PIPE SCHEDULE

ABBREV	SERVICE	MATERIAL [1]	TEST [2] PRESSURE (PSI)	ID COLOR	COMMENTS
AM	AMMONIA SOLUTION	POLY TUBING W/ CONDUIT	50	WHITE	NOT USED
ANS	ANTISCALANT SOLUTION	POLY TUBING W/ CONDUIT	75	ORANGE W/ GREEN BAND	
BLW	BLENDED WATER	DIP	50	DARK BLUE	
BP	BY-PASS		75	LIGHT BLUE W/ GREEN BAND	
CA	COMPRESSED AIR	SEE SECTION 15410	100	DARK GREEN	
CIP-C	R/O CLEAN-IN-PLACE CONCENTRATE	PVC SCH 80	100	RED W/ YELLOW BAND	
CIP-P	R/O CLEAN-IN-PLACE PERMEATE	PVC SCH 80	100	RED W/ DARK BLUE BAND	
CL	CHLORINE SOLUTION	POLY TUBING W/ CONDUIT	50	YELLOW	
CS	CAUTIC SODA	POLY TUBING W/ CONDUIT	50	YELLOW W/ GREEN BAND	
DL	DRAIN LINE	PVC-DWV, PVC-GRAY SEWER	NONE	DARK BROWN	
DW	DOMESTIC WATER	SEE SECTION 15410	125	DARK BLUE	
FL	FLOURIDE SOLUTION	POLY TUBING W/ CONDUIT	50	LIGHT BLUE W/ RED BAND	
FW	FILTERED WATER	DIP	50	DARK BLUE	
HS-N	HIGH SERVICE - NORTH	DIP	200	DARK BLUE	
HS-S	HIGH SERVICE - SOUTH	DIP	200	DARK BLUE	
OF	OVERFLOW	BY TANK MANUFACTURE			
PW	PLANT WATER	DIP, COPPER (SEE SECTION 15410)	125	DARK BLUE WITH WHITE BAND	
ROC	R/O CONCENTRATE	PVC SCH 80	50	DARK BROWN W/YELLOW BAND	
ROF	R/O FEED	SST	75	AQUA	
ROP	R/O PERMEATE	SST	50	LIGHT BLUE	
RW	RAW WATER	PVC C905, DIP	75	OLIVE GREEN	
SA	SAMPLE	PVC SCH 80	50	SAME AS PROCESS LINE BEING SAMPLED	
SR	SURGE RELIEF	DIP	200	DARK BLUE	
SS	SANITARY SEWER	SEE SECTION 15410	NONE		
TW	TREATED WATER	DIP	50	DARK BLUE	
VENT	VENT	SEE SECTION 15410	NONE		
WL	WASTE LINE	PVC SCH 80			

NOTES:
(1) See plans for transitions between pipe material.
(2) Contractor shall verify the pipe shows no leakage under normal opperating conditions.

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BARTLETT & WEST

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/14/2016	
BILL NUMBER	B16-14	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH T.J.'s TURF MAINTENANCE AKA EARL MADISON COMPANY FOR ABATEMENT SERVICES**	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Ken Murphy – Community Development Director	
FISCAL INFORMATION	Cost as recommended:	Not to exceed $50.00 per man hour for weed and grass abatement and junk/trash/debris removal
	Budget Line Item:	100-31-7806
	Balance Available	$
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To provide a high level of service to the residents, business owners and visitors of Grain Valley by maintaining un-kept properties in the community	
BACKGROUND	Service provided will include general mowing services and junk/trash/debris removal from residential and commercial lots to full tracts within 48 hours after a work order is generated. These services are necessary in order to comply with code.	
SPECIAL NOTES	None	
ANALYSIS	None	

PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Memo, Service Agreement, Publication Affidavit & Resolution

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

March 21, 2016

RESOLUTION NO: R16-14

SPONSORED BY: ALDERMAN PALECEK

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH T.J.'s TURF MAINTENANCE AKA EARL MADISON COMPANY FOR ABATEMENT SERVICES

WHEREAS, the Board of Aldermen of the City of Grain Valley desires to have professional abatement mowing and junk/trash/debris removal services, as needed, when City code is violated; and

WHEREAS, T.J.'s Turf Maintenance aka Earl Madison Company has the ability to provide these services within a guaranteed timeframe of 48 hours; and

WHEREAS, the City desires to use T.J.'s Turf Maintenance aka Earl Madison Company to perform abatement services as contractually outlined to provide a high level of service to the residents, business owners and visitors of Grain Valley; and

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with T.J.'s Turf Maintenance aka Earl Madison Company for abatement services.

PASSED and APPROVED, via voice vote, (-) this 14st day of March, 2016.

_____

Mike Todd
Mayor

ATTEST:

_____

Khalilah Holland
Executive Administrative Assistant

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Request for Sealed Proposals
Grass and Debris Abatement
RFP # 2016-02

The City of Grain Valley is seeking proposals for grass, weeds and debris (trash/junk/debris) abatement.

RFP Specifications available at
www.cityofgrainvalley.org

Proposals must be received no later than 3:00 pm CST on Friday February 12, 2016
at
Grain Valley Community Development Department
711 Main Street, Grain Valley, MO 64029
PUBLISH DATES: January 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 2016

AFFIDAVIT OF PUBLICATION

STATE OF MISSSOURI)
County of Jackson) } SS.

I, **KATHERINE M. JONES.,** being duly sworn according to law, state that I am the LEGAL CLERK and agent of THE EXAMINER, a daily newspaper of general circulation in the County of Jackson, State of Missouri, where located; which newspaper has been admitted to the Post Office as a periodical class matter in the City of Independence, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper in the following issues:
Commencing on January 12, 2106

and ending on January 23, 2016, being the issues of:

January 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 2016

being Volume 111 Numbers: 168, 169, 170, 171, 172, 173, 174, 175, 176, 177

Signed

Legal Clerk, Katherine M. Jones

Subscribed and sworn to before me on this 23rd day of January, 2016.

Notary Public, Ramona Williams

My commission expires March 13, 2018.

RAMONA WILLIAMS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: March 13, 2018
Commission Number: 14592804

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Memorandum

To: Ken Murphy, Community Development Director

CC: Ray Draper, Codes Enforcement Officer

From: Glenn McIntire, CBO

Date: 03/01/2016

Re: Abatement Services

Attachments: Affidavit of Publication (RFP advertisement)

Planning and Development staff recently put out a request for proposal for abatement services and received one bid. After reviewing the bid we have concluded that the bid is adequate and will meet the City abatement needs.

This decision was made after considering T.J.'s Turf Management, aka Earl Madison Company has extensive governmental abatement experience contracting with the City of Blue Springs for more than 15 years.

T.J.'s Turf Management, aka Earl Madison Company comes highly recommended by the City of Blue Springs and all references provided.

It is therefore the recommendation of staff that the City enter into an agreement for abatement services with T.J.s Turf Management, aka Earl Madison Company.

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	3/14/2016	
BILL NUMBER	R16-15	
AGENDA TITLE	**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MKEC ENGINEERING, INC., FOR ENGINEERING SERVICES ON THE SW EAGLES PARKWAY SIDEWALK EXTENSION PROJECT**	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Ken Murphy, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	$25,900
	Budget Line Item:	210-55-72010
	Balance Available:	$35,000
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To provide engineering survey and design of the Eagles Parkway sidewalk extension project.	
BACKGROUND	The Eagles Sidewalk Extension project was awarded a Transportation Alternatives Program grant through the Mid America Regional Council and the Missouri Department of Transportation.	
SPECIAL NOTES	N/A	
ANALYSIS	MKEC Engineers was chosen after careful selection from an advertised RFQ.	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Resolution, General Services Agreement, Project Scope and Fee, MEMO

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

March 14, 2016

RESOLUTION NUMBER *R16-15* | SPONSORED BY *ALDERMAN PALECEK*

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MKEC ENGINEERING, INC., FOR ENGINEERING SERVICES ON THE SW EAGLES PARKWAY SIDEWALK EXTENSION PROJECT

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, must approve all contracts; and

WHEREAS, MKEC Engineering, Inc., has been selected from an advertised RFQ process; and

WHEREAS, staff has negotiated an agreement with MKEC Engineering, Inc., that meets the needs of the community and provides quality surveying and design of Grain Valley's project; and

WHEREAS, a grant for the Eagles Parkway sidewalk extension has been awarded to improve multi-modal transportation throughout our City center; and

WHEREAS, the Board of Aldermen have reviewed this recommendation and believe it to be in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator shall enter into an Agreement with MKEC Engineering, Inc., for Consulting Engineering Services.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2016.

_____

Mike Todd
Mayor

ATTEST:

_____

Khalilah Holland
Executive Administrative Assistant

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GENERAL SERVICES AGREEMENT
FOR
CONSULTING ENGINEERING SERVICES

THIS AGREEMENT is entered into as of the _____ day of _____, 2016 (the "Effective Date"), by and between MKEC Engineering, Inc., a Kansas corporation, having an office at 11827 W. 112th Street, Suite 200, Overland Park, KS (the "Consultant") and the City of Grain Valley, Missouri, a Missouri municipal corporation (the "City").

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding consulting engineering services as more fully described in Exhibit A, entitled "Project Services" attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement**.

The Term of this Agreement shall be for two (2) years. If the Engineer/ Consultant and owner agree on the first two (2) years performance, this contract may be renewed for one (1) additional contract period. Note that the first two (2) years of performance shall run for two (2) calendar years beginning at the time of the contract execution. The City shall reserve the right to terminate the current contract upon its stated expiration and solicit new bids. The option to renew is at the discretion of the Board of Aldermen and may be based on reasons other than performance. If the option is exercised, the Consultant shall negotiate any new or modified charges with the City and acceptance is subject to the approval of the Board of Aldermen.

2. **Scope of Services**.

The Consultant shall provide the Project Services requested by the City. The Consultant will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

The Consultant will utilize the personal services of its staff to deliver the Project Services. The Consultant may also engage third-party contractors and other parties in connection with its performance of the Project Services, subject to prior approval by the City.

In addition to the Project Services to be provided pursuant to this Agreement, the City may select the Consultant to provide professional engineering services on projects which are otherwise capable of being the subject of a stand-alone agreement. This Agreement is non-exclusive. In the event the Consultant is engaged to provide such services, the City and the Consultant shall enter into a written supplemental agreement describing the scope of services to be provided by the Consultant and the

City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services.

The Consultants representative shall be available to the City for consulting or other input regarding engineering, planning, and surveying construction concerns during regular work hours. It is understood by all parties that the nature of these consultants are to be such that opinions can be rendered during the course of the telephone conversation or with not more than a minimal amount of research.

The consulting representative shall attend Planning and Zoning Commission meetings, Board of Aldermen meetings and other meetings when requested, to consult or report to the City on any engineering, planning surveying, construction of other projects or concerns which have been brought to the attention of the Consultant by the City.

The Consultant shall assist the City, as requested, in its general consideration of budget items or expenditures relating to said engineering concerns.

The entire engineering, planning, surveying and construction capabilities of the Consultant shall be available to the City through the consulting representative. The Consultant has the capability to provide and shall provide upon request by the City such services as development of involved estimates of cost for engineering projects that the City contemplates undertaking.

The Consultant shall provide upon request such other services as surveys, map preparation, grant application, preparation, construction inspection, drafting, budget assistance, or plan review for projects designated by the city.

The Consultant shall also identify and evaluate technical services which are beyond the technical capabilities of the Consultant, i.e., biology, archaeology, architecture, geology, certain laboratory functions, and subsurface exploration. The Consultant shall bill the City only for services requested and rendered in identifying, evaluating and contracting for these services.

The City shall provide to the Consultant all property surveys, subdivision plats, plans and specifications for previous improvements and any other pertinent documents which are readily available in City offices and which are needed by the Consultant to complete any assigned consulting services.

The City shall schedule the appropriate time for the consulting representatives to be present at meetings.

3. **Compensation and Invoices**.

A. The City agrees to compensate the Consultant, on an hourly rate basis, for general services in accordance with the Compensation Schedule contained in Exhibit A. Those rates are subject to adjustment bi-annually from the date of this contract.

B. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification that performed the work.
2. Time shall be billed in quarter hour increments.
3. The Consultant shall not charge the City more than $0.10 per page (for 8 ½ x 11" paper). If the need for an outside copying job (e.g., Kinko's) arises, Consultant shall only bill the actual cost incurred for photocopying with no markup.
4. All other out-of-pocket expenses will be for actual cost only with no markup (includes meals, hotels, courier, printing of plan sheets, special delivery services, etc.).

4. **The City's Responsibilities**.

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.

5. **Insurance.**

A. General Provisions. The Consultant shall provide the City evidence of liability insurance and shall maintain, during the life of the Agreement, insurance acceptable to the City which will afford protection and coverage in accordance with the requirements set forth below.

B. Limits and Coverage.

1. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than $2,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City. This coverage shall provide protection for all operations by the Consultant or any sub consultant or any sub-sub consultant or by anyone directly employed by any of them.

2. The Consultant shall obtain and maintain Workers' Compensation Insurance for a limit of $500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage

resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

3. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of $2,000,000 per occurrence.

4. All insurance shall be procured through agencies and be written by insurance companies which are acceptable to the City, e.g., all coverage's should be places with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and all coverage's placed are subject to the City's approval as to form and content, as well as Carrier. All required coverage's shall be obtained and paid for by the Consultant.

6. **Relationship of Parties.**

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

7. **Notices**.

Any notice, approval or other communication between the City and the Consultant pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:	City of Grain Valley Attn: Rick Arroyo, City Engineer 711 Main St. Grain Valley, Missouri 64029
MKEC Engineering, Inc.:	MKEC Engineering, Inc. Attn: Brian S. Hill, P.E. 11827 W. 112th Street, Suite 200 Overland Park, KS 66210

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

8. **Disputes**.

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

9. **Waiver**.

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

10. **Severability**.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

11. **Entire Agreement; Governing Law**.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri.

12. **Termination**.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' advance written notice in the event of substantial failure by the other

party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Consultant will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses. If any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

13. **Assignment**.

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.

14. **No Third Party Rights**.

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

15. **Counterparts**.

This Agreement may be executed in separate counterparts.

16. **Good Faith Efforts and Cooperation**.

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

17. **Authority.**

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. **Covenant Against Contingent Fees.**

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Ownership of Documents.**

Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide City will drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.

20. **Compliance with Laws.**

Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

21. **Consultant's Endorsement.**

Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it. The Consultant will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys, or reports.

22. **Inspection of Documents.**

Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant's place of business, by a City representative during the contract period and for ten (10) years from the date of final payment for each individual project performed pursuant to this Agreement.

23. **Indemnification and Hold Harmless.**

Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, or its

employees, or subcontractors, in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. **Professional Responsibility.**

Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. **Tax Exempt.**

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. **Safety.**

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Anti-Discrimination Clause.**

Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

MKEC ENGINEERING, INC.:	**GRAIN VALLEY, MISSOURI:**
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title: _____

Memorandum

To: Ken Murphy

From: Richard Arroyo, P.E.

Date: 03/03/16

Re: Recommending MKEC for Engineering Services

The City of Grain Valley accepted request for qualifications from an advertised RFQ on January 19th of 2016 for engineering services related to the survey and design of the Eagles Parkway Sidewalk extension project. MKEC Engineering along with Land Plan Engineers, Bartlett & West Engineers, and CFS Engineers submitted proposal for design services on this project. Through review of the submitted proposals MKEC Engineering was rated highest due to their qualifications, understanding of the project extents, and familiarity to the project site. After extensive review of the proposals and verification of project references I recommend we select MKEC Engineering for engineering services related to the survey and design of the SW Eagles Parkway sidewalk extension project.

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February 19, 2016

Mr. Rick Arroyo
City Engineer
City of Grain Valley, MO
711 N. Main Street
Grain Valley, MO 64029

Reference: SW Eagles Parkway Sidewalk Extension
Grain Valley, MO
Survey & Civil Engineering Services

Dear Mr. Arroyo:

MKEC Engineering, Inc. is pleased to offer this proposal for survey and civil engineering services for a sidewalk extension along SW Eagles Pkwy. Our proposal is based on previous meetings, plans, and discussions. The proposed sidewalk extension will extend from the Kirby Road intersection east along the south side of SW. Eagles Pkwy. and terminate at an existing sidewalk east of Garden Street. Our scope of services is outlined in the attached document.

MKEC is a multi-disciplined engineering firm that will internally provide the survey and civil engineering for this project. Our previous experience with the City of Grain Valley and the Grain Valley R5 School District demonstrate the quality of work we provide. We look forward to working with the City of Grain Valley on this exciting project.

SURVEY SERVICES - Our fee proposal is based on providing survey services for the following:

1. Collect field topography including: existing buildings; fences; ground elevations; apparent utilities, utilities located through One-Call, and private utility lines as located by the School District; drives/roads; storm structures; and 6-inch caliper trees.
2. MKEC has existing survey information on the high school property. We will obtain additional survey information east of Garden Street and update the existing survey as necessary across the school site and at the Kirby intersection.
3. Obtain an informational title report for the proposed project.
4. Investigate boundary locations for the properties along the sidewalk route.
5. Provide the survey in an AutoCAD file for design use.
6. Provide legal descriptions and exhibits for additional right-of-way needed for the sidewalk extension.

CIVIL DESIGN SERVICES - The Engineer shall provide the following:

1. Preliminary Right-of-way Plans:
   a. Evaluate proposed sidewalk layouts and meet with the City to determine final alignment.
   b. Determine drainage areas to the proposed sidewalk alignment and evaluate storm water sewer or specific drainage improvements necessary.
   c. Determine preliminary additional right-of-way necessary for the sidewalk improvements. Assist the City with preliminary discussions with affected property owners.
   d. Coordinate with utility service providers to determine any utility conflicts or necessary accommodations.
   e. Create exhibits for use in meetings with City and MoDOT.
   f. Meet with the City and MoDOT to review the sidewalk alignment and discuss preliminary right-of-way plan requirements.
   g. Produce preliminary right-of-way plans and submit to City and MoDOT for review.
   h. Address City and MoDOT plan review comments and resubmit plans.

2. Construction Documents:
   a. Finalize sidewalk alignment based on evaluations and discussions during the preliminary right-of-way plans process.
   b. Finalize additional right-of-way limits and produce legal descriptions and exhibits for right away grants.
   c. Determine value of right-of-way takes for use in negotiations with property owners.
   d. Evaluates one to two locations for benches, bike racks, etc. provide design specification for such amenities.
   e. Modify existing traffic signal at the Kirby intersection to provide a pedestrian crosswalk buttons and equipment.
   f. Provide lighting at the Kirby intersection for pedestrian crosswalks.
   g. Meet with the City to coordinate project. Three meetings are included in the fees provided.

h. Produce final construction documents.
i. Submit final construction documents to City and MoDOT for review.
j. Address City and MoDOT plan review comments and resubmit plans.

BIDDING AND CONSTRUCTION ENGINEERING SERVICES – Bidding services that are included in the agreed Scope of Services:

1. Provide assistance to the City of Grain in bidding and contract letting procedures as related to construction documents. Service to include:
   a. Prepare project manual with project information and City-provided stock front-end / contract information.
   b. Issue documents, including addenda, suitable for procuring bids from a range of qualified contractors.
   c. Attend pre-bid meeting and bid opening at the City.
   d. Assist in the evaluation and assessment of bids or negotiated proposals. The City will approve the bid bonds and insurance performance bonds.
   e. Review contractor submittals and address contractor Requests for Information.
   f. Perform site visits every two weeks during construction.
   g. Provide final inspection and punch list for contractor.

ASSUMPTIONS – Items considered in the above listed Scope of Services:

1. Printing costs shall be an Owner direct expense.
2. Construction site inspection, other than outlined above, shall be billed as actual time at hourly rates.
3. Lighting at the Kirby Road intersection will be generally cobra heads added to existing traffic signal. This scope of services assumes adequate power supply is available at the intersection.
4. Additional meetings not outlined above shall be billed as actual time at hourly rates.

EXCLUDED SERVICES – Design services that are excluded with the agreed Scope of Services:

1. Off-site or downstream storm water analysis.
2. Preparing Platting documents
3. As-built drawings production.
4. Construction Staking – Although we can provide those services when the time requires.
5. Design for utility services lines other than sanitary sewer and storm water sewer.
6. Environmental assessments for wetlands, hazardous wastes, etc.

ENGINEERING SERVICES REIMBURSEMENT:

All engineering services under this proposal shall be billed monthly on a percentage basis of the lump sum amounts shown below. Payment shall be due within 30 days of the invoice date. Additional engineering design services shall be billed on an hourly rate for labor. Mileage, deliveries and out of office reproduction costs shall be billed at direct costs.

Please note that if there are significant changes or revisions made after the primary development of our work is done, if additional engineering work requested, or if any additional design phase services are desired, re-negotiation of fees will be necessary.

SUMMARY OF ENGINEERING COSTS:

Survey & R/W Services	$5,500
Construction Documents	$16,500
Bidding & Construction Administration	$3,900
TOTAL	**$25,900**

ATTACHMENTS – As a supplement to this proposal please find the following documents:

1. MKEC Engineering, Inc. General Conditions for professional services.
2. MKEC hourly rates.
3. Sidewalk alignment exhibit.

We look forward to an opportunity to discuss any questions you may have regarding our proposal. Should you have any questions, please do not hesitate to call us as we want to ensure that we have a clear understanding of the project and are identifying our services clearly in this proposal. We appreciate the opportunity to be of service to the City of Grain Valley.

Sincerely,

MKEC ENGINEERING, INC.

Brian Hill, P.E.
Senior Project Manager

NOTICE TO PROCEED

The above proposal is understood and accepted. By accepting this proposal you are also agreeing to the MKEC Engineering, Inc. GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____For:_____
(Signature) (Organization)

Date:_____

INTENTIONALLY LEFT BLANK