



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, November 5, 2012
6:00 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: STEPHEN GALLIHER

Work Session – 6:00 p.m.

1. Presentation – Economic Development: Annual Report

Committee Meetings – Immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Rebecca LaStrada, Chair Bob Cross, Vice Chair
<ol style="list-style-type: none"> 1. Review recommendation from Septagon Construction Company for new fire station with a Possible bid award.(If bids are awarded prior to Certificates of Participation financing, Ordinances approving agreement(s) will be available Monday evening.) 2. Review Ordinance accepting a temporary construction easement from MERTC, LLC the owner Of property adjacent to 2600 West 16th Street in the City of Sedalia, Missouri. 	

PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Wiley Walter, Chair Tolbert Rowe, Vice Chair
<ol style="list-style-type: none"> 1. Review bids for Base Station and Mobile Radios. 2. Review bids for Roll Off Recycling Containers. 3. Review Change Order #4 for the Heber Hunt Safe Routes to School Project. 4. Review Change Order #1 for the Mill & Overlay of City Streets Project (Change order is a Deduct of \$15,218.36 for final quantity adjustments.) 5. Review Change Order #1 for the State Fair Boulevard & ProEnergy Boulevard Intersection Improvements Project in the amount of \$1,587.00 for additional asphalt due to field adjustments. 6. Review sole source quote for repair of a 2007 Chevrolet 8500 Sanitation Truck from Foley Equipment Company in the amount of \$5,784.49. 7. Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Septagon Construction Company, Inc. for the WPC Building roof repair at 201 S. Marvin. 8. Review Ordinance vacating a reserved utility easement in a previously vacated alley at 217 West 24th Street in the City of Sedalia, Missouri. 9. Review Ordinance approving and accepting Exhibit O to the master agreement for professional Services between the City of Sedalia, Missouri and Olsson Associates for engineering services. 	

FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	Kenneth Norton, Chair Wanda Monsees, Vice Chair
<ol style="list-style-type: none"> 1. Review Ordinance calling for a general election to be held on April 2, 2013 for the purpose of electing one Councilman from each of the four wards. 	



Click on any agenda item to view the related documentation

CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, November 5, 2012
7:00 p.m.

MEDITATION, PLEDGE OF ALLEGIANCE, ROLL CALL, SERVICE AWARDS, SPECIAL AWARDS

I. UNFINISHED BUSINESS

1. Nomination from Mayor Horn - Appointment of David Floyd to the Bothwell Regional Health Center Board of Trustees to a 4 year term expiring June 2016. (Tabled at the October 15, 2012 Council Meeting.)

II. MINUTES

1. Joint Meeting City Council & Bothwell Regional Health Center Board of Trustees October 8, 2012
2. Pre-Council Meeting October 15, 2012
3. Regular Council Meeting October 15, 2012
4. City Council Work Session October 29, 2012

III. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

IV. ROLL CALL OF STANDING COMMITTEES

- A. PUBLIC SAFETY – Councilmember Rebecca LaStrada
 1. Approve recommendation and/or bid from Septagon Construction Company for new fire station. (If bids are awarded prior to Certificates of Participation financing, Ordinances approving Agreement(s) will be available Monday evening)
- B. PUBLIC WORKS – Councilmember Wiley Walter
 1. Award bid for Base Station and Mobile Radios
 2. Award bid for Roll Off Recycling Containers
 3. Approve Change Order #4 for the Heber Hunt Safe Routes to School Project
 4. Approve Change Order #1 for the Mill & Overlay of City Streets Project
 5. Approve Change Order #1 for the State Fair Boulevard & ProEnergy Boulevard Intersection Improvements Project
 6. Approve sole source quote from Foley Equipment Company in the amount of \$5,784.49 for repair of a 2007 Chevrolet 8500 Sanitation Truck
- C. FINANCE / ADMINISTRATION – Councilmember Kenneth Norton

V. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Accepting a temporary construction easement from MERTC, LLC the owner of property adjacent to 2600 West 16th Street in the City of Sedalia, Missouri
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Septagon Construction Company, Inc. for WPC Building roof repair at 201 S Marvin
- Vacating a reserved utility easement in a previously vacated alley at 217 West 24th Street in the City of Sedalia, Missouri
- Approving and accepting Exhibit O to the master agreement for professional services between the City of Sedalia, Missouri and Olsson Associates for engineering services
- Calling for a general election to be held on April 2, 2013 for the purpose of electing one Councilman from each of the four wards

[Click on any agenda item to view the related documentation](#)

B. APPOINTMENTS

1. Nomination from Mayor Horn – Appoint Dr. David Kuhlmann to the Bothwell Regional Health Center Board of Trustees to a 4 year term expiring June 2016.

C. LIQUOR LICENSES

New:

*Arben Morina dba Tuscany Garden, 150 S Limit, Beer & Wine, \$75

*John Hammons dba Jacee's Express, 3415 E Broadway, Sunday Sales, \$300

Renewal:

*Paul Lake dba Loyal Order of Moose, 119 Winchester Dr, Sunday Sales, \$300

*Robert P Beykirch dba County Distributing Co, 1800 Eagleview Dr, Wholesale Beer, \$50

*Brent Ravenscraft dba Aldi's Inc, 3701 W Broadway, Packaged Liquor with Sunday Sales \$450

*John Hammons dba Jacee's Express, 3415 E Broadway, Packaged Beer, \$75

*Tom Munson dba Best Western State Fair Inn, 3120 S Limit, Sunday Sales, \$300

*Robert Preston dba Woods Supermarket, 701 E Broadway, Liquor Tasting, \$37.50

*Terri Ballard dba Liberty Center Association for the Arts, 111 W 5th, Beer/Wine, \$75

*Marvin E & Sandra Gibson dba Cork N Bottle, 3806 E Broadway, Packaged Liquor with Sunday Sales, \$450

D. APPROVAL OF DEPARTMENT BILLS

E. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR

F. GOOD AND WELFARE

G. ADJOURN



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & City Council Members
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Monday, November 5, 2012

- 1. Review Recommendation from Dennis Paul of Septagon for new fire station with a possible bid award.** Bids for the new fire station were opened on October 18th. Dennis Paul of Septagon has been reviewing the bids. Working with City fire officials, Mr. Paul and Septagon have been able to keep the cost of the fire station and related elements within budget. Mr. Paul and fire officials are prepared to discuss with the City Council details of the recommendation. Additionally, during the regular meeting, the Council may be asked to vote on the awarding of the fire station bid(s). If the council decides to award the bids, please be advised that the actual contracts and related documents will be available to you during the Monday meeting. Information within the contract will be already a part of this packet.
- 2. Review an ordinance accepting a temporary construction easement from MERTC, LLC during fire station construction.** The owner of the property adjacent and east of the City's fire station at 2600 West 16th has offered to donate a temporary construction easement to aid and provide parking for city employees and construction personnel and vehicles while the fire station is under construction. Approval by the City Council will accept the easement.
- 3. Review bids for base station and mobile radios.** At the request of the City Council, during an earlier council meeting, this agenda item was tabled and further work was requested. Consequently, staff has solicited bids for one base/repeater radio and 40 mobile radios. These radios are necessary to meet the December 31st, 2012 new Federal Communications Commission regulations. Six bids were received, one of which was a "no bid." Staff is recommending the Council accept the low bid from Parsons Electronics, of Warrensburg for a total of \$20,845. This total includes the base radio and 41 mobile radios. The low bid amount is under the budgeted sum of \$36,000. The radios will be used in the street, sanitation, and water pollution control departments.
- 4. Review bids for roll off recycling containers.** The City was notified in August that it has been awarded a \$30,000 grant for 10-yard roll off recycling containers to be used at the recycling center. Bids have been solicited for containers. Eight bids were received, one of which was a "no bid." Staff recommends that the City Council accept the low bid of \$21,000 for six containers from Truck Component Services of Strafford, MO. The bid meets all specifications. Further, staff recommends that a total of 12 containers be purchased totally \$42,000. \$30,000 would be paid by the grant and the City would have matching funds of \$12,000.
- 5. Review change order #4 for the Heber Hunt Safe Routes to School project.** This proposed change order requests a contract extension. It does not request a cost increase. The proposed contract extension is for 18 calendar days. If approved, the contractual end date changes to October 2, 2012. The reason for the requested change is the extreme drought conditions and coordination delays with the DBE contractor. MoDOT has approved the extension. City Council approval is now being requested.
- 6. Review change order #1 for the mill and overlay of various city streets.** This is a deduct change order for city council consideration. The total amount of the deduct is \$15,218.36 for final

quantity adjustments, bringing the total contract price to \$267,041.64. The amount budgeted for the project is \$400,000.

7. Review change order #1 for the State Fair Blvd and Pro-Energy Blvd intersection improvements. Total change order is an additional \$1,587 bringing the total contract price to \$59,495. The amount budgeted is \$65,000. This proposed change order is necessary because during construction it was determined that the edge of project needed to be moved out 12 inches for the entire length of the intersection because of an existing joint at that location.

8. Review sole source quote for repair of a 2007 Chevrolet 8500 Sanitation Truck from Foley Equipment Company in the amount of \$5,784.49. The City received a repair quote from Foley Equipment Company for engine assembly repair to sanitation truck #216. Repairs to truck #216 include replacing a high pressure oil/fuel pump and all six injectors. These repairs come with a two year warranty. Foley Equipment Company is the only local Caterpillar dealer in Sedalia. Staff recommends accepting a sole source quote from Foley Equipment Company for \$5,784.49 in order to repair truck #216.

9. Review a proposed agreement by and between the City and Septagon Construction Company, Inc. for WPC building repairs. The City received a proposal from Septagon Construction Company for roof repairs to the Water Pollution Control building at 201 S. Marvin at a cost of \$87,286.81. Staff is requesting that the Council approve an ordinance accepting the proposed agreement.

10. Review an ordinance vacating a reserved utility easement for 217 W. 24th. The City has received a request from Florence E. Harris, owner of the property at 217 W. 24th, to vacate a reserved utility easement in a previously vacated alley that is located on this property. Public Works indicates there are no utilities and no plans to put utility in at this location.

11. Review an ordinance that will accept Exhibit O to the City's master agreement with Olsson Associates. Exhibit O is related to the City's \$30 Million sewer project. More specifically, Olsson shall provide services associated with configuration, start-up and training for the SCADA system, also known as the Supervisory Control and Data Acquisition system at the Central Wastewater Treatment Plant and the Southeast Wastewater Treatment Plant. A SCADA system permits the computerized control of various elements of the City's wastewater and stormwater flows and functions. The combined cost at the central plant and the southeast plant is a not-to-exceed amount of \$139,608.

12. Review and ordinance calling a general election to be held on April 2, 2013 for the purpose of electing one councilman from each of the Sedalia four wards. A similar ordinance is presented to the council each year.



CITY OF SEDALIA, MISSOURI
JOINT MEETING
SEDALIA CITY COUNCIL
BOTHWELL REGIONAL HEALTH CENTER BOARD OF
TRUSTEES
OCTOBER 8, 2012

The Mayor and Council of the City of Sedalia met with the Bothwell Regional Health Center (BRHC) Board of Trustees on Monday, October 8, 2012 at 6:03 p.m. in the board conference room located at BRHC. The purpose of the meeting was to have both boards receive an annual update and future plans for BRHC from hospital staff.

In attendance from:

1. Mayor/Council: Elaine Horn, Mayor, Councilmen Stephen Galliher, Bob Cross, Rebecca LaStrada, Wiley Walter, Wanda Monsees, Tolbert Rowe, and Jo LynnTurley; and
2. BRHC Board of Trustees – Rob Rollings, Chairman, Shirley Evans, Mary Strautman, Glen Nelson (Vice Chair), John Warder, and John Fritz; and
3. BRHC Staff: John Dawes, CEO; Lisa Church, Director Marketing & Communications; Janiece Dodick, Assistant to CEO; Chief of Staff Stuart Braverman; Mark Hirschberg, COO; David Halsell, CFO and Deb Clemmer, VP Human Relations; and
4. City Staff: Anne Gardner, City Attorney and
5. Other: Emily Jarrett, reporter Sedalia Democrat

Rob Rollings, chairman of the BRHC board of trustees, called the meeting to order at 6:03 p.m. He asked that the people go around the room and make own introduction, including staff. After introductions were made, he turned the meeting over to John Dawes for his presentation.

Mr. Dawes passed out two handouts to the Mayor, Council and all trustees; copies are attached. One was a PowerPoint presentation titled “Organizational Update” and the other document was from the Missouri Hospital Association, August 2012 “Assessing the Environment for Missouri Hospitals”.

Mr. Dawes proceeded to review his PPT with both boards.

In addition to ways to improve primary care and add additional internal medicine providers, the hospital is also trying to predict retirements over the next 5-10 years with those physicians that have served here well for so many years.

The hospital is also looking at reconfigure the Emergency Department's fast track system to improve efficiency in the upcoming year as the ER averages 65+ patients every day.

The new Wound center is expected to be open in December 12.

A new IM (Internal Medicine) suite with space for up to 6 physicians will open in January 2013 at the BRHC Healing Arts Center.

After a letter to the editor appeared in The Sedalia Democrat from Chris Wickern, the hospital will provide a spiritual space in the lobby of the main hospital and is working with Pettis County Ministerial alliance on the design.

BRHC fiscal year is June 1 to May 31st.

Another development is that in March 2012, the trustees voted to retain Kaufman Hall, a hospital strategic planning company to evaluate the hospital's current position and strategic options to assure its future success. The staff met with Kaufman for over 4-5 months. Conclusions of the study is that BRHC is financially stable and has no need or desire to seek a buyer or merger even though many other hospitals are "speed dating" in the health care environment in Missouri.

Mr. Dawes indicated that the Missouri Hospital Association handout assesses the current and future environment for Missouri hospitals.

If Missouri expands Medicaid, it will add 6000 to 7000 people for Medicaid primary care coverage in Pettis and Benton counties alone; the hospital would try to coordinate care with Katy Trail and others providers.

Missouri has not yet adopted a health insurance exchange.

Other Comments/questions:

Mr. Nelson -- in the last two years Medicaid has reduced payments to MO hospitals in by 1/3 so BRHC loses about 7% on Medicaid patients.

Mr. Fritz --although hospital staff does the same work for less money, they still have saved over \$1.5 million.

Mr. Dawes -- will have more savings and efficiencies in upcoming years by eliminating redundancies on lab and other tests like sharing MRI, other medical images and tests.

Mr. Cross --what type of injuries will be treated at the wound center? Mr. Hirschberg replied the center is mainly for diabetic wounds but also treat wounds that are difficult to heal, externally and internally.

Mr. Walter –for Mr. Dawes, last year, you were concerned about recruitment - why the turnaround? Mr. Dawes replied - build it and they will come; BRHC has new office space to offer but recruiting physicians is a community effort; it is a quality of life issue for most; Mary Allee leads a group that matches locals people up with potential physicians for tours.

Mr. Walter –we live in God’s country when compared to other places he has traveled.

Mr. Cross – what is the breakdown for the hospital’s revenue? Answer is about 60% is Medicare and Medicaid; and the other 30% is insurance or self paid.

Mr. Fritz – ER is being used as substitute for primary care for those without insurance.

Mr. Walter feels better that recruiting is going well.

Mr. Nelson stated that most doctors only stay for an average of 6 years and then move on, as society is more mobile.

Mr. Dawes – BRHC gets great cooperation with Mark Register and Steve Triplett to get a tour of the schools; Sedalia is a very friendly place but have to get them here to experience it.

Mr. Dawes – would be glad to schedule a tour for anybody that wants one.

The meeting was adjourned at 6:40 p.m. No votes were taken by either body.

Light refreshments were served after the meeting.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – OCTOBER 15, 2012

WORK SESSION

The Work Session started at 6:30 p.m. in the Mayor's Conference Room at the Municipal Building.

Council Members present were Stephen Galliher, Jo Lynn Turley, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Tolbert Rowe, and Kenneth Norton.

COMMITTEE MEETING

Public Safety Committee – Councilman LaStrada presented the following recommendations:

- Ordinance approving and accepting an additional services agreement with New World Systems Corporation regarding Computer Virtualization, Storage and Upgrades. These items have been budgeted for this fiscal year. An RFP for these items was issued on October 4, 2012 and a proposal will be presented to Council for their consideration on November 19, 2012. Work is scheduled to be finished by February 25, 2013. Item was moved to full Council on motion by Galliher, seconded by Norton. All in favor.
- Records Destruction Request from the Sedalia Police Department Records Division was moved to full Council by Norton, seconded by Rowe. All in favor.

Public Works Committee – Councilman Walter presented the following recommendations:

- WPC Building Roof Repair at 201 S. Marvin – Councilman Norton stated that all bidders had equal time to bid and that this bid should not be rejected. Public Works Director, Bill Beck, via polycom phone stated that the bid amount was not over budget but if rebid there is a chance for a better price. Public Works Project Manager, Devin Lake, stated that the budget amount for this project was \$120,000.00. Bid item was not rejected on motion by Norton, seconded by Monsees. All in favor except Turley who abstained due to her husband being employed by Septagon. Bid for WPC Building Roof Repair at 201 S. Marvin to Septagon Construction Company, Sedalia, MO in the amount of \$87,286.81 was moved to full Council on motion by Norton, seconded by Galliher. All in favor except Turley who abstained due to her husband being employed by Septagon.
- Proposals for tree inventory of approximately 1,800 street right-of-way trees and Ordinance approving and accepting an agreement with Davey Resource Group for

tree inventory of approximately 1,800 street right-of-way trees were moved to full Council on motion by Rowe, seconded by LaStrada. All in favor.

- Bids for Chemical Root Control of Sanitary Sewer Lines and Ordinance approving and accepting an agreement with Municipal Sales Inc. for the Chemical Root Control of Sanitary Sewer Lines were moved to full Council with an amendment of the amount to be paid from \$52,720.75 to an amount not to exceed \$35,000.00 on motion by Rowe, seconded by LaStrada. All in favor.
- Ordinance approving and accepting an agreement with Foley Equipment Company for a maintenance plan for the Municipal Building emergency generator was moved to full Council on motion by Galliher, seconded by Norton. All in favor.
- Bids for Rock for the City Garage to APAC Missouri, Overland Park, KS and Boone Quarries, Sedalia, MO was moved to full Council on motion by Galliher, seconded by Norton. All in favor.
- Bids for 1 ton pickup material spreader to Key Hydraulics, Sedalia, MO in the amount of \$4,025.00 was moved to full Council on motion by Monsees, seconded by Norton. All in favor.
- Bids for snow plow to Viking-Cives Midwest, Oak Grove, MO in the amount of \$4,225.00 and \$180.00 for an optional snow deflector was moved to full Council on motion by Galliher, seconded by LaStrada. All in favor.

Finance/Administration Committee – Councilman Norton presented the following recommendations:

- Bids for Life, Dental and Vision Insurance for employees and their dependents
Dental – Assurant Employee Benefits (Insurance & Benefits Group)
Vision – Assurant Employee Benefits (Insurance & Benefits Group)
Life – The Standard (Insurance & Benefits Group)
Personnel Director, John Rice, stated that Vision and Dental Insurance remained basically the same as in the past, however Life Insurance is a little bit different. Currently, every full-time employee receives \$20,000 in life insurance which costs the City \$8,793.60 per year. Going with Standard and keeping the same \$20,000.00 coverage would cost the City \$6,045.60. Mr. Rice recommended awarding the bid to Standard and making the life insurance benefit more comparable to the job market by upgrading to the 1x salary at a cost of \$0.12 per 1,000 of covered payroll which is \$2,262.59 over the current budget amount. Councilman Norton stated that the City should stay at the \$20,000.00 benefit. Councilman Galliher stated the City should change to the 1x salary benefit. Item was moved to full Council keeping Life insurance at the same rate on motion by

Monsees, seconded by Walter. All in favor except on Life bid were Galliher and Rowe who opposed.

- Resolution of the City Council of Sedalia, Missouri stating their intent to seek funding through the Missouri Department of Transportation's Transportation Enhancement (TE) Funds Program and authorizing the City of Sedalia to pursue activities in an attempt to secure funding was moved to full Council on motion by Monsees, seconded by Rowe. All in favor.

With no further comments, the meeting closed at 7:00 p.m.
Respectfully submitted: Jason S. Myers, Deputy City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – OCTOBER 15, 2012

The Council of the City of Sedalia, Missouri duly met on Monday, October 15, 2012, at 7:02 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order and asked for a quiet moment of meditation followed by the Pledge of Allegiance led by Councilman Norton.

ROLL CALL:

Stephen Galliher	Present	Wiley Walter	Present
Jo Lynn Turley	Present	Bob Cross	Present
Rebecca LaStrada	Present	Tolbert Rowe	Present
Wanda Monsees	Present	Kenneth Norton	Present

SPECIAL AWARDS: None.

MINUTES:

The following minutes were approved on motion by Norton, seconded by Galliher. All in favor.

- Pre-Council Meeting October 1, 2012
- Regular Council Meeting October 1, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen's Traffic Advisory Commission dated September 12, 2012 on motion by Norton, seconded by Rowe. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – REBECCA LASTRADA, CHAIRMAN

Approved Records Destruction Request from the Sedalia Police Department Records Division on motion by Galliher, seconded by Norton. All in favor.

PUBLIC WORKS – WILEY WALTER, CHAIRMAN

Awarded bid for WPC Building Roof Repair at 201 S. Marvin to Septagon Construction Co., Sedalia, MO in the amount of \$87,286.81 on motion by Norton, seconded by Galliher. All in favor except Turley who abstained due to her husband being employed by Septagon.

Awarded proposal for tree inventory of approximately 1,800 street right-of-way trees to Davey Resource Group in the amount of \$10,150.00 (TRIM Grant - \$10,000.00, the City will be required to have a cost share match of \$3,600.00 for the grant) on motion by Norton, seconded by Galliher. All in favor.

Awarded bid for Chemical Root Control of Sanitary Sewer Lines to Municipal Sales, Inc., Queensbury, NY in the amount of \$35,000.00 on motion by Norton, seconded by LaStrada. All in favor.

Awarded bid for Rock for the City Garage to APAC Missouri, Overland Park, KS and Boone Quarries, Sedalia, MO on motion by Norton, seconded by Monsees. All in favor.

Awarded bid for 1 ton pickup material spreader to Key Hydraulics, Sedalia, MO in the amount of \$4,025.00 on motion by Cross, seconded by Norton. All in favor.

Awarded bid for a snow plow to Viking-Cives Midwest, Oak Grove, MO in the amount of \$4,225.00 plus \$180.00 for an optional snow deflector on motion by Cross, seconded by Norton. All in favor.

FINANCE & ADMINISTRATION – KENNETH NORTON, CHAIRMAN

Awarded bids for Life, Dental and Vision Insurance for employees and their dependents on motion by Monsees, seconded by Walter. All in favor except on Life Insurance was Galliher who opposed.

Dental – Assurant Employee Benefits (Insurance & Benefits Group)

Vision – Assurant Employee Benefits (Insurance & Benefits Group)

Life – The Standard (Insurance & Benefits Group)

NEW BUSINESS:

BILL NO. 2012–82, ORDINANCE NO. 10010 – AN ORDINANCE APPROVING AND ACCEPTING AN ADDITIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND NEW WORLD SYSTEMS CORPORATION was read once by title.

2nd Reading – Motion by Norton, 2nd by Rowe. All in favor.

Final Passage – Motion by Norton, 2nd by Rowe. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Norton. No one voted “No”.

BILL NO. 2012–83, ORDINANCE NO. 10011 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND DAVEY RESOURCE GROUP (tree inventory) was read once by title.

2nd Reading – Motion by Cross, 2nd by Norton. All in favor.

Final Passage – Motion by Norton, 2nd by Cross. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Norton. No one voted “No”.

BILL NO. 2012–84, ORDINANCE NO. 10012 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MUNICIPAL SALES, INC. FOR THE CHEMICAL ROOT CONTROL OF SANITARY SEWER LINES was read once by title.

2nd Reading – Motion by Galliher, 2nd by Norton. All in favor.

Final Passage – Motion by Galliher, 2nd by Norton. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Norton. No one voted “No”.

BILL NO. 2012–85, ORDINANCE NO. 10013 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND FOLEY EQUIPMENT COMPANY FOR A MAINTENANCE PLAN FOR THE MUNICIPAL BUILDING EMERGENCY GENERATOR was read once by title.

2nd Reading – Motion by Norton, 2nd by Rowe. All in favor.

Final Passage – Motion by Norton, 2nd by Cross. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Norton. No one voted “No”.

RESOLUTION NO. 1828 – A RESOLUTION OF THE CITY COUNCIL OF SEDALIA, MISSOURI STATING THEIR INTENT TO SEEK FUNDING THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION’S TRANSPORTATION ENHANCEMENT (TE) FUNDS PROGRAM AND AUTHORIZING THE CITY OF SEDALIA TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING (Downtown Gateway) was read once by title and approved on motion by Monsees, seconded by Norton. All in favor.

APPOINTMENTS:

The appointment of David Floyd to the Bothwell Regional Health Center was TABLED until the November 5, 2012 Council Meeting by request of the Mayor on motion by Walter, seconded by Norton. All in favor.

The following Board Appointment by Mayor Horn was read and approved on motion by Norton, seconded by Rowe. All in favor.

PARK BOARD

Appoint Kristy Woolery, 2482 Stacey Lane, replacing Jo Lynn Turley, for a term expiring June 2015.

BIDS:

- Root Control Project – September 17, 2012
- Insurance – Dental, Vision & Life – September 18, 2012
- Rock for City Garage – September 24, 2012
- Building Improvements Water Pollution Control Building – October 1, 2012
- 1 Ton Pickup Material Spreader – October 3, 2012
- Snow Plow – October 3, 2012

LIQUOR LICENSES:

The following Liquor Licenses were read and approved on motion by Norton, seconded by Galliher. All in favor.

New:

- Gary Farr dba Sedalia Chamber of Commerce, 600 E. 3rd – Picnic License.

Renewals:

- Minerva Maria De Jesus Perez dba El Tapatio Restaurant, 1705 W. Broadway – Liquor by Drink
- Jeff Holloway dba Coach's Sports Bar, 303 S. Lamine – Liquor by Drink with Sunday Sales

DEPARTMENT BILLS thru October 15, 2012 totaling \$335,335.98 were approved for payment on motion by Norton, seconded by Galliher. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Galliher stated that he received a phone call from a citizen complimenting the Animal Control Department and the Sedalia Police Department.

GOOD & WELFARE:

Steve Bush, 2486 Stacey Lane, voiced concern on the intersection at Winchester Drive and 10th Street and that he would like the Council to consider the demographics of people using this intersection (largely Senior Citizens) when considering what to do at this intersection.

Alicia Park, 3701 W. 10th, (Director of Winchester Meadows) stated that she was at the meeting representing the residents of Winchester Meadows on the safety concern of the traffic congestion at Winchester Drive and 10th Street. Ms. Park stated that she would like to see the City seriously look at this intersection sooner than 6 months to see what can be done.

Patty Spry, 201 E. 26th, stated that her 2 ½ year old granddaughter was killed at the intersection and would like the City to look at this intersection again.

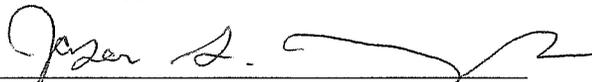
Police Chief, John DeGonia, stated that the Police Department is going to put a smart trailer at the intersection of Winchester Drive and 10th Street to monitor speeds and traffic count. This will be in place for a week and the information gathered by the trailer will be presented to the Mayor, City Administrator and Council.

The meeting adjourned to a closed-door session in accordance with Section 610.021(1) RSMo for legal advice at 7:26 p.m. on motion by Norton, seconded by Galliher. All in favor.

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Jason S. Myers, Deputy City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL WORK SESSION – OCTOBER 29, 2012

WORK SESSION

The Work Session started at 6:00 p.m. in the Mayor's Conference Room at the Municipal Building.

Council Members present were Stephen Galliher, Jo Lynn Turley, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Tolbert Rowe, and Kenneth Norton.

Presentation – Proposed changes to Firemen's Pension Plan

Steve Rucker, with the Sedalia Fire Department and Chairman of the Firemen's Pension Board, stated that Phase I of the Pension Plan changes included making the fund noncontributory, instituting the DROP Plan and modifying payout options for future retirees. The Firemen's Pension Plan became noncontributory on April 1, 2012. The remaining changes proposed to the Firemen's Pension Plan has been designed to be cost neutral and have been 100% accepted by members.

1. **Deferred Retirement Option Plan (DROP)**

Mr. Rucker stated that when an employee enters normal retirement age and chooses the DROP feature, the pension benefit is set aside while the employee continues to work for a maximum of 5 years. There are two options in the DROP Plan: 1) DROP 60 – at retirement 60% of money is set aside, the fund keeps 40% or 2) DROP 90 – at retirement 90% of money is set aside, the fund keeps 10%. The employee receives the money in a lump sum.

2. **Benefit Option Changes**

Mr. Rucker stated that the current benefit for a retiree's spouse is 50% of the retirement benefit until death or if they would remarry. With the new plan the spouse receives benefits until their death and option of 50%, 75% or 100% monthly benefit. The retiree's monthly benefit would be adjusted according to the spouse benefit option they may choose. Also, with the benefit changes, retirees will also be able to name a beneficiary other than their spouse.

Mr. Rucker stated that the Pension Plan will begin on December 1, 2012 therefore an ordinance to that effect needs to be done. City Attorney, Anne Gardner, stated that the ordinance should be on the November 19, 2012 Council Meeting.

Presentation – Streetscape Phase 1 & 2 Review and Phase 3 funding overview

John Simmons, Community Development Director, presented background for Streetscape Phase 1 & 2 and the upcoming Phase 3 project:

- Phase I – Main Street from Lamine to Osage and Ohio from Main to Third Street; totaling \$2,005,244.00 (STP Funds - \$325,000; CSO (WPC) - \$1,400,000.00; City - \$280,244.00)

- Phase II – Ohio from Third Street to Fifth Street and the Courthouse Square; totaling \$1,731,079.00 (CDBG - \$400,000.00; CSO (WPC) - \$750,000.00; City - \$581,079.00)
- Phase III – Ohio from Fifth Street to south intersection at Broadway Gateway; estimated at \$1,969,685.00
 - Phase IIIA - \$534,685.00 (MoDot - \$374,280.00, 70%; City \$160,405.00); covering the alley between 7th and Broadway and to include the Gateway. Scheduled for 2013.
 - Phase IIIB - \$1,435,000.00; covering from 5th Street to the alley between 7th and Broadway. (hoping for a 80% funding from MoDOT with Transportation Enhancement Funds; City 20%). Scheduled for 2014

Mr. Simmons stated that the City of Sedalia Comprehensive Plan involved planning for and allocating funding for a highly identifiable gateway and streetscape associated with Downtown. The D.R.E.A.M. Strategic Plan involved the design and development of an entryway plaza at Ohio and Broadway to designate the route as an historic Downtown area.

In 2005 project identified and a design committee was formed. Meg Liston, with Sedalia Downtown Development, stated that the project was divided into three phases to maximize grant opportunities. Mr. Simmons stated that in 2006 the Preliminary Planning began on how to divide this downtown area into feasible sections to work with and to work with the three phases. In 2007 the DREAM Initiative was announced in which Phase I design and funding was done and Phase II funding was done. In 2009 Phase I was completed and in 2010 Phase II was completed. Phase III preliminary work was done in 2011 and in 2012 the CBDG approved funding for a Gateway design.

The Phase III scope of work will include:

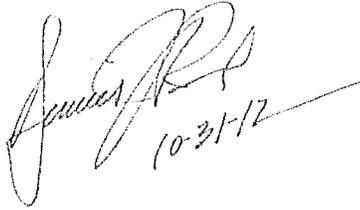
- Replacing all surfaces from building to building
- All new concrete surfaces
- Sidewalks will be redone and lined with a 24 inch strip of paver brick
- Crosswalks and curbs cuts will be constructed to meet ADA standards
- New lamp posts and signal lights installed
- Utility upgrades as needed

A result of the Streetscape Projects, over \$25,000,000 has been reinvested in the downtown area (\$20,000,000 Private; \$5,000,000 Public); 70 new businesses (26 net new businesses); 140 new jobs and over 100 new residential units.

With no further comments, the meeting adjourned at 6:27 p.m. to a Closed-Door Session with the Sedalia Public Library in accordance with Section 610.021(1) for legal advice on motion by Norton, seconded by Monsees. All in favor.

Respectfully submitted: Arlene Silvey, MRCC City Clerk

**New Fire Department Headquarters
City of Sedalia
Executive Summary by Dennis Paul
October 31, 2012**



Septagon has been working with PWA, Chief Ditzfeld, and Deputy Chief Harrell for the past 90 days on the bidding of the New Fire Department Headquarters. Bids were received on Thursday, October 18, 2012 at 2:00 p.m. by the City Clerk's office.

A total of 24 bids were opened and read aloud. Bidder participation was good. The total of the low bids was slightly above the project allowance of \$3,790,000. Since October 18, 2012, we have been working with the low bidders, the design team, and the City on ways to reduce costs.

We have seven contract recommendations and seven proposed agreements for Council review and action on November 5, 2012. Of the seven recommendations below, five are local contractors. With the recommendations below, the project contingency is at \$77,456 of the \$3,790,000 budget.

Contract Recommendations by Project Team

Work Package "2A"

Septagon recommends that an unbonded contract be awarded to S & T Landscaping and Irrigation, LLC for Work Package "2A" – Landscaping in the amount of \$18,825.00 including the additional west side landscaping, and a unit price add of \$180.00 for each additional tree, only as approved by the City's representative.

Work Package "3A"

Septagon recommends that a bonded contract be awarded to Westport Construction Company for Work Package "3A" – General Construction in the total contract amount of \$2,015,050.00.

Work Package "4A"

Septagon recommends that a bonded contract be awarded to Robert A. Treuner Masonry Co., Inc. for Work Package "4A" – Masonry in the total contract amount of \$398,802.00.

Work Package "8A"

Septagon recommends a bonded contract be awarded to Ken Kare Inc. dba Associated Door Company to provide eight (8) sectional overhead doors and operators in the total contract amount of \$59,686.00.

Work Package "15A"

Septagon recommends that a bonded contract be awarded to Ozark Fire Protection, Inc. for Work Package "15A" – Fire Protection in the total contract amount of \$32,068.00.

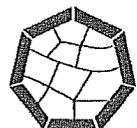
Work Package "15B"

Septagon recommends that a contract be awarded to Home Heating & Air Conditioning Co., Inc. for Work Package "15B" – HVAC as outlined above in the total amount of \$154,616.00.

Work Package "16A"

Septagon recommends that a bonded contract be awarded to Ace Pro Contracting, LLC for Work Package "16A" – Electrical in the total contract amount of \$278,500.00.

Septagon



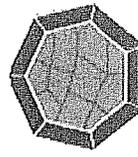
City of Sedalia

New Fire Department Headquarters

Compiled by Dennis Paul

Description	Budget	Previous Payments	Payments This Month	Total Payments	Paid	To Be Paid
LAND PURCHASE	\$0.00	-	0.00	0.00		0.00
PWA Design Fees	\$190,000.00	\$ 65,065.00	71,024.00	136,089.00	72%	53,911.00
PWA Reimbursables	\$5,000.00	423.58	0.00	423.58		
Poor Excavating Contract on Phase One	\$75,997.00	49,950.00	18,447.30	68,397.30	90%	7,599.70
Other Phase One previous payments	\$0.00	-	0.00	0.00		0.00
WP 2A Landscaping	\$ 18,825.00	-	0.00	0.00		18,825.00
WP 3A General Construction	\$ 2,015,050.00	-	0.00	0.00		2,015,050.00
WP 4A Masonry	\$ 398,802.00	-	0.00	0.00		398,802.00
WP 8A Overhead & Four Fold Doors	\$ 59,686.00	-	0.00	0.00		59,686.00
WP 15A Fire Protection	\$ 32,068.00	-	0.00	0.00		32,068.00
WP 15B HVAC	\$ 154,616.00	-	0.00	0.00		154,616.00
WP 16A Electrical	\$ 278,500.00	-	0.00	0.00		278,500.00
Contingency	\$77,456.00	-	0.00	0.00	0%	77,456.00
General Conditions	\$170,000.00	3,960.00	7,921.78	11,881.78	7%	158,118.22
KCP&L	\$18,000.00	-	0.00	0.00	0%	18,000.00
Septagon CM Fee	\$136,000.00	30,000.00	6,000.00	36,000.00	26%	100,000.00
FFE Allowance	\$160,000.00	-	0.00	0.00	0%	160,000.00
PROJECTED BUDGET TOTAL	\$3,790,000.00	\$ 149,398.58	103,393.08	252,368.08	7%	3,537,631.92

Total Contract Recommendations on 10-31-12 = \$ 2,957,547.00



Septagon Construction Co., Inc.

COP's \$ 3,700,000.00
 Phase 1 in FY2012 \$ 90,000.00
Total Project Allowance \$ 3,790,000.00

James Paul
 10-31-12

Contract Recommendations
 10/31/2012

New Fire Department Headquarters
 City of Sedalia
 Bid Date: October 18, 2012 @ 2:00 p.m.
 Work Package 2A – Landscaping

Contractor	Addn.	Base Bid	Alternate #1	Additional Info	Bond
S & T Landscaping and Irrigation LLC	1,2	\$17,900.00		Voluntary Alt.	Check
Designer Landscape LLC	1	\$19,440.00			Check
Superior Lawns, LLC	1,2	\$21,500.00		Voluntary Alt.	No
Green Horizons Garden Center	1,2	\$21,600.00			Bond
Venter Brothers Lawn Pros Lawn & Landscaping, LLC	1,2	\$46,166.78		Voluntary Alt.	Check
Rost Landscaping, Inc.					
Vision Landscape, LLC					

Discussion:

The three low bids did not have bonds included in their bid amount. S & T Landscaping has completed numerous jobs for Septagon including the landscaping of the New Smith-Cotton High School. S & T Landscaping offered up two add alternates for our consideration:

1. Additional landscaping west of new drive for \$925.00.
2. Additional trees at \$180.00 each as approved by City.

Recommendation:

Septagon recommends that an unbonded contract be awarded to S & T Landscaping and Irrigation, LLC for Work Package "2A" – Landscaping in the amount of \$18,825.00 including the additional west side landscaping, and a unit price add of \$180.00 for each additional tree, only as approved by the City's representative.

New Fire Department Headquarters
 City of Sedalia
 Bid Date: October 18, 2012 @ 2:00 p.m.
 Work Package 3A – General Construction

Contractor	Admn.	Base Bid	Alternate #1	Additional Info	Bond
Westport Construction Co.	1,2	\$2,122,000.00	N/A		Bond
Ed Moore Construction Co., Inc.	1,2	\$2,280,000.00	N/A		Bond
United HRB General Contractors, Inc. WAVCO	1,2	\$2,594,700.00	N/A		Bond
Prost Builders					
Curtis Manes Schulte, Inc.					

Discussion:

Since the bid opening, we have been working with Westport Construction and the design team on cost savings ideas.

Westport Construction Base Bid

Cost Reductions in Recommendation

1. Change metal roof to asphalt shingles. Remove the metal roof but leave the nailable insulation and cover with asphalt shingles. Composite insulation would be changed to vented type. <\$68,320.00>
2. Change the weight room from rubber rolled goods to carpet tile specified elsewhere in the building and change the ledge stone to painted wall in living room. <\$5,330.00>
3. Add elimination of the Ditra membrane, replace with Custom 9240 crack-iso/waterproof membrane, and eliminate the Schluter Dilex cove pieces (tile to floor and caulk joint). <\$6,200.00>
4. Densglass or exterior gyp in lieu of insulated sheathing system for exterior framed walls. (Add batt insulation to exterior walls.) <\$22,300.00>
5. Eliminate pre-fabricated "Perma-Tite" metal coping cap and install fabricated prefinished metal coping cap. <\$4,800.00>

\$2,122,000.00

Contract Recommendation with Bonds

<\$106,950.00>
\$2,015,050.00

Recommendation:

Septagon recommends that a bonded contract be awarded to Westport Construction Co. for Work Package "3A" -- General Construction in the total contract amount of \$2,015,050.00.

**New Fire Department Headquarters
City of Sedalia
Bid Date: October 18, 2012 @ 2:00 p.m.
Work Package 4A – Masonry**

Contractor	Addn.	Base Bid	Alternate #1	Additional Info	Bond
Robert A. Treuner Masonry Co., Inc.	1,2	\$427,440.00	<\$5,692.00>	Voluntary Alt.	Bond
Heitkamp Masonry, Inc.	1,2	\$568,644.00	\$4,220.00	Voluntary Alt.	Bond
AAA Masonry, Inc.	1,2	\$583,000.00	<\$13,000.00>	Voluntary Alt.	Bond
Ron Sanders Masonry Construction, Inc.	1,2	\$740,000.00	<\$49,800.00>	Voluntary Alt.	Bond

Discussion:

Sacred Heart and the New Smith-Cotton High School both use variegated limestone. The current specified limestone is buff limestone. The base bid proposal from Robert A. Treuner Masonry had a few clarifications as outlined below:

Base Bid Proposal

- No caulking or dampproofing in Base Bid
- Masonry cavity insulation is 1.5" R-max Thermosheath Type 1 Class 1
- Brick at \$500 per thousand
- X series mortar color at \$3.00 per bag.

\$427,440.00

Cost Reductions in Recommendation

1. Delete bituminous coating on back of limestone. <\$1,973.00>
2. Delete mortar color <\$1,626.00>
3. Use CAV clear drainage system at flashing locations only. <\$15,360.00>
4. Use mortar break vs. CAV clear at flashing locations only. <\$1,625.00>
5. Use 9x9 hot dip ladder wire vs. TME 3/16" x 3/16". <\$1,124.00>
6. Limestone trim with smooth face vs. split face – buff color. <\$6,140.00>
7. Change limestone to variegated vs. buff. <\$790.00>

<\$28,638.00>
\$398,802.00

Total Contract Recommendation with Bond

Recommendation:

Septagon recommends that a bonded contract be awarded to Robert A. Treuner Masonry Co., Inc. for Work Package "4A" – Masonry in the total contract amount of \$398,802.00.

New Fire Department Headquarters
 City of Sedalia
 Bid Date: October 18, 2012 @ 2:00 p.m.
 Work Package 8A – Overhead and Four-Fold Doors

Contractor	Addn.	Base Bid	Alternate #1	Additional Info	Bond
DH Pace Company, Inc. dba Overhead Door Company of Kansas City	1,2	\$147,015.00			No
Ken Kare, Inc. dba Associated Door Company	1,2	\$148,750.00	Voluntary Alt.		Bond
Dugan Glass, Inc.					

Discussion:

DH Pace did not have their bid security turned in with their bid. I did receive an electronic copy via e-mail on Monday, October 22, 2012. This irregularity could be waived, or the City could reject the DH Pace bid based on this bid security issue. Ken Kare with Associated Door Company of Sedalia submitted a proposal to change the four-fold doors to sectional overhead doors with (3) 2 ft. tall aluminum full view sections with 1/2" tempered glazing. This deduct offered was <\$109,900.00>.

Base Bid by Ken Kare, Inc. dba Associated Door Company \$148,750.00
 Deduct to change four-fold to sectional door. <\$109,900.00>
 Add to go to Heavy Duty Aluminum Full View Powder Coat Red Sectional Doors
 _____ with two top panels and lowest panel aluminum clad and five sections 1/2" glass. +\$20,836.00
 Ken Kare, Inc. dba Associated Door Company with Bond \$59,686.00

Recommendation:

Septagon recommends a bonded contract be awarded to Ken Kare Inc. dba Associated Door Company to provide eight (8) sectional overhead doors and operators in the total contract amount of \$59,686.00.

New Fire Department Headquarters
City of Sedalia

Bid Date: October 18, 2012 @ 2:00 p.m.
Work Package 15A – Fire Protection

Contractor	Addn.	Base Bid	Alternate #1	Additional Info	Bond
Simplex Grinnell	0	\$101,920.00			No
Ozark Fire Protection, Inc.	1,2	\$32,068.00			Bond
Jayhawk Fire Sprinkler Co., Inc.	0	\$48,680.00			No
Mainline Fire Protection					
ProEnergy Services, Inc.					
Central Missouri Plumbing & Fire Protection					

Discussion:

Recommendation:

Septagon recommends that a bonded contract be awarded to Ozark Fire Protection, Inc. for Work Package "15A" – Fire Protection in the total contract amount of \$32,068.00.

New Fire Department Headquarters
 City of Sedalia
 Bid Date: October 18, 2012 @ 2:00 p.m.
 Work Package 15B – HVAC

Contractor	Addn.	Base Bid	Alternate #1	Additional Info	Bond
Home Heating & Air Conditioning Co., Inc.	1,2	\$161,816.00		Voluntary Alt.	Bond
Ace Pro Contracting, LLC	1,2	\$167,300.00		Voluntary Alt.	Bond
Roark Heating & Cooling	1,2	\$174,200.00			Bond
Mechanical Services, Inc.	1,2	\$255,100.00			Bond
Teel Mechanical Service, Inc.					

Discussion:

The low bid was submitted by Home Heating & Air Conditioning, Co., Inc. out of Sedalia. Several cost reductions have been priced by Home Heating for our consideration and action below.

Home Heating & Air Conditioning Base Bid \$161,816.00
 Eliminate UH-1 and UH-3 along with redirecting UH-2 and UH-4 <\$4,200.00>
 Replace Bonds with (2) Letters of Credit <\$3,000.00>
Contract Recommendation with Letter of Credits (through November 2013 and November 2014) \$154,616.00

Recommendation:

Septagon recommends that a contract be awarded to Home Heating & Air Conditioning Co., Inc. for Work Package "15B" – HVAC as outlined above in the total amount of \$154,616.00.

New Fire Department Headquarters
 City of Sedalia
 Bid Date: October 18, 2012 @ 2:00 p.m.
 Work Package 16A – Electrical

Contractor	Addn.	Base Bid	Alternate #1	Additional Info	Bond
Ace Pro Contracting, LLC	1,2	\$282,800.00			Bond
ALL PRO Electrical Technology, Inc.	1,2	\$368,000.00			Bond
Citadel Electric Group, Inc.	1,2	\$453,500.00		Voluntary Alt.	Bond
Kaiser Electric, Inc.					
Meyer Electric, Inc.					

Discussion:

Ace Pro Contracting of Sedalia submitted the lowest bid. Septagon does not have any experience with Ace Pro Contracting. We have spoken with references provided by Ace Pro; all gave high regards to the company. Although their largest bonded contract is considerably less in dollar value than this one, Ace Pro has also completed recent, unbonded projects of comparable dollar values. We have inquired about their bonding company's opinion with regard to the large dollar spread between the other two electrical bidders, and were told that the bonding company will have no problem providing the required bond for the project.

Base Bid	\$282,800.00
Delete (3) pole fixtures and (6) flag light fixtures	<\$4,300.00>
Total Contract including Bonds	\$278,500.00

Recommendation:

Septagon recommends that a bonded contract be awarded to Ace Pro Contracting, LLC for Work Package "16A" – Electrical in the total contract amount of \$278,500.00.



AIA Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the _____ day of November in the year
Two Thousand Twelve.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Sedalia
200 South Osage
Sedalia, Missouri 65301

and the Contractor:
(Name, legal status, address and other information)
S & T Landscaping and Lawn Care
22893 Ryan Road
Sedalia, Missouri

for the following Project:
(Name, location and detailed description)
City of Sedalia
New Fire Department Headquarters
Sedalia, Missouri

The Construction Manager:
(Name, legal status, address and other information)
Septagon Construction Management, Inc.
113 East Third Street
Sedalia, Missouri 65301

The Architect:
(Name, legal status, address and other information)
Peckham & Wright Architects, Inc.
15 South Tenth Street
Columbia, Missouri 65201

The Engineers:
(Name, legal status, address and other information)
Civil Engineering
Engineering Surveys & Services
1775 West Main
Sedalia, Missouri 65301
Structural Engineering
Trabue, Hansen & Hinshaw, Inc.
1901 Pennsylvania Drive
Columbia, Missouri 65202-1996
M/E/P Engineering
CM Engineering
700 Cherry Street, Suite C
Columbia, Missouri 65201-7726

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

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User Notes:

(892041796)

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Any modifications after execution of this Agreement would require Mayor and Council approval.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Provide labor, materials and equipment for the City of Sedalia Fire Department Headquarters project for Work Package "2A" – Landscaping per plans and specifications dated September 14, 2012.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date in the Notice to Proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Contract Award – November 19, 2012

Portion of the Work	Substantial Completion Date
Project Substantial Completion Date	May 15, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

A \$1,000.00 per day liquidated damage clause shall apply for each calendar day of delay beyond the scheduled completion dates listed above, if delay is caused by this Contractor.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
below.

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Eighteen Thousand Eight Hundred Twenty-five & 00/100 Dollars (\$18,825.00), subject to additions and deletions as provided in the Contract Documents.

Unbonded Base Bid Work Package "2A" – Landscaping	\$17,900.00
Additional landscaping west of new drive.	\$925.00
Total Contract Amount	\$18,825.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
Additional trees installed as approved by the City of Sedalia.	\$180.00 each

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Contractor shall submit to the office of the Construction Manager on or before the 28th day of each month the original and one (1) complete copy of the SCM Application and Certificate for Payment/Supplement – AIA G703 Continuation Sheet. The payment application shall be accompanied by the original and one (1) copy of all certified payrolls for this Contractor and any Subcontractors accomplishing work under this contract.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 28th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor within 45 days. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Upon completion of 100% of all Contract work on the entire project, completion of 100% of all Change Order work, completion of 100% of all punch list items, completion of all requirements in Section 01700, and submittal of 100% of all Certified Payrolls and Affidavit for Compliance with Prevailing Wage Law, final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5% (five percent) per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

Gary Edwards
City Administrator
City of Sedalia
200 South Osage
Sedalia, Missouri 65301
(660) 827-3000 ext. 146

§ 8.4 The Contractor's representative:
(Name, address and other information)

Steve Rucker (660) 221-8886 (Cell)
S & T Landscaping and Lawn Care
22893 Ryan Road
Sedalia, Missouri 65301
(660) 829-0387

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Contractor shall pay each and every of its employees and shall require each of its subcontractors and assure Owner that each of its subcontractors pay wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. Contractor hereby warrants and agrees to comply with all of the provisions of Chapter 290, R.S.Mo. A Certificate of Insurance and executed contracts shall be submitted to the Construction Manager prior to commencement of work.

All bidders and successful contractors and subcontractors are required to comply with the State of Missouri's immigration laws as enacted and revised from time to time, including compliance with the certification of the legal employment status of all workers utilized on the public works project by the contractor and by any subcontractors encompassed by the bid and the resulting contract after award. Such compliance shall also include compliance with the state mandate for OSHA training for all workers used on the public works project regardless of by whom they are actually employed. Contractor is to comply with Missouri State Statutes regarding Excessive Unemployment. This Agreement is entered into as of the day and year first written above and is executed in four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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User Notes:

(892041796)

Document	Title	Date	Pages
See Exhibit "A"		September 14, 2012	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual dated September 14, 2012 (see Exhibit "A")

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Exhibit "B"		09/14/2012

§ 9.1.6 The Addenda, if any:

Number	Title	Date	Pages
Addendum #1		October 10, 2012	33 pages plus 9 drawings
Addendum #2		October 15, 2012	20 pages
Addendum #3		October 30, 2012	3 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232-2009.

Bonds not required. Insurance is as per the Supplementary Conditions.

(Table deleted)

This Agreement is entered into as of the day and year first written above.

OWNER (CITY OF SEDALIA) <i>(Signature)</i>	CONTRACTOR (S & T LANDSCAPING AND LAWN CARE) <i>(Signature)</i>
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>

init.

Exhibit "A"

SECTION 000110

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City of Sedalia
New Fire Department Headquarters
PWA Project No.: 201124

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END OF SECTION

 **AIA**® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the _____ day of November in the year Two Thousand Twelve.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
200 South Osage
Sedalia, Missouri 65301

and the Contractor:
(Name, legal status, address and other information)
Westport Construction Company
1006 Clark Street
Clinton, Missouri 64733

for the following Project:
(Name, location and detailed description)
City of Sedalia
New Fire Department Headquarters
Sedalia, Missouri

The Construction Manager:
(Name, legal status, address and other information)
Septagon Construction Management, Inc.
113 East Third Street
Sedalia, Missouri 65301

The Architect:
(Name, legal status, address and other information)
Peckham & Wright Architects, Inc.
15 South Tenth Street
Columbia, Missouri 65201

The Engineers:
(Name, legal status, address and other information)
Civil Engineering
Engineering Surveys & Services
1775 West Main
Sedalia, Missouri 65301
Structural Engineering
Trabue, Hansen & Hinshaw, Inc.
1901 Pennsylvania Drive
Columbia, Missouri 65202-1996
M/E/P Engineering
CM Engineering
700 Cherry Street, Suite C
Columbia, Missouri 65201-7726

The Owner and Contractor agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 2 THE WORK OF THIS CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Any modifications after execution of this Agreement would require Mayor and Council approval.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Provide labor, materials, equipment and bonds for the City of Sedalia Fire Department Headquarters project for Work Package "3A" – General Construction per plans and specifications dated September 14, 2012.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date in the Notice to Proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Contract Award – November 19, 2012

Portion of the Work	Substantial Completion Date
New Fire Department Headquarters Substantial Completion Date	October 18, 2013
Project Substantial Completion Date	January 13, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

A \$1,000.00 per day liquidated damage clause shall apply for each calendar day of delay beyond the scheduled completion dates listed above, if delay is caused by this Contractor.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
below.

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Two Million Fifteen Thousand Fifty & 00/100 Dollars (\$2,015,050.00), subject to additions and deletions as provided in the Contract Documents.

Base Bid Work Package "3A" - General Construction	\$2,122,000.00
Change metal roof to asphalt shingles and change composite insulation to vented composite panel with equal R-Value, per sketch in Addendum #3.	<\$68,320.00>
Change weight room from rubber rolled goods to carpet tile specified elsewhere in the building and ledgestone to painted wall in living room.	<\$5,330.00>
Eliminate Ditra membrane and replace with custom 9240 membrane; eliminate Schluter Dilex cove pieces.	<\$6,200.00>
Densglass or exterior gyp with vapor barrier in lieu of insulated sheathing system for exterior framed walls and add full wall thickness batt insulation to exterior walls, per sketch in Addendum #3.	<\$22,300.00>
Eliminate pre-fabricated "Perma-Tite" metal coping cap and install fabricated prefinished metal coping cap.	<\$4,800.00>
Total Contract Amount Including Bonds	\$2,015,050.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
N/A	

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

Int.

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User Notes:

(188687745)

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
500 Unassigned Labor Hours	Already Included in Stipulated Sum Contract

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Contractor shall submit to the office of the Construction Manager on or before the 28th day of each month the original and one (1) complete copy of the SCM Application and Certificate for Payment/Supplement – AIA G703 Continuation Sheet. The payment application shall be accompanied by the original and one (1) copy of all certified payrolls for this Contractor and any Subcontractors accomplishing work under this contract.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 28th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor within 45 days. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Upon completion of 100% of all Contract work on the entire project, completion of 100% of all Change Order work, completion of 100% of all punch list items, completion of all requirements in Section 01700, and submittal of 100% of all Certified Payrolls and Affidavit for Compliance with Prevailing Wage Law, final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

Init.

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User Notes:

(1886877745)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5% (five percent) per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Gary Edwards
City Administrator
City of Sedalia
200 South Osage
Sedalia, Missouri 65301
(660) 827-3000 ext. 146

§ 8.4 The Contractor's representative:

(Name, address and other information)

Russell Hunter
Westport Construction Company
1006 Clark St.
Clinton, Missouri 64735
(660) 885-2231

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Contractor shall pay each and every of its employees and shall require each of its subcontractors and assure Owner that each of its subcontractors pay wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. In addition, Contractor's surety shall assure to each employee of Contractor and all lower tier subcontractors who perform any portion of the work required in this contract by Contractor, that each such employee is paid wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. Contractor hereby warrants and agrees to comply with all of the provisions of Chapter 290, R.S.Mo. The Contractor shall provide the original and two (2) copies of Performance Bond and Labor & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract. A Certificate of Insurance, executed contracts, and associated bonds shall be submitted to the Construction Manager prior to commencement of work. All bidders and successful contractors and subcontractors are required to comply with the State of Missouri's immigration laws as enacted and revised from time to time, including compliance with the certification of the legal employment status of all workers utilized on the public works project by the contractor and by any subcontractors encompassed by the bid and the resulting contract after award. Such compliance shall also include compliance with the state mandate for OSHA training for all workers used on the public works project regardless of by whom they are actually employed. Contractor is to comply with Missouri State Statutes regarding Excessive Unemployment. This Agreement is entered into as of the day and year first written above and is executed in four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

Init.

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User Notes:

(188687745)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit "A"		September 14, 2012	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual dated September 14, 2012 (see Exhibit "A")

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Exhibit "B"		09/14/2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	October 10, 2012	33 pages plus 9 drawings
Addendum #2	October 15, 2012	20 pages
Addendum #3	October 30, 2012	3 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)

Performance Bond and Labor & Material Payment Bond equal to 100% of the contract amount will be provided. Insurance is as per Supplementary Conditions.

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

OWNER (CITY OF SEDALIA)
(Signature)

CONTRACTOR (WESTPORT CONSTRUCTION CO.)
(Signature)

(Printed name and title)

(Printed name and title)

Init.

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User Notes:

(188687745)

 **AIA**® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the _____ day of November in the year Two Thousand Twelve.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Sedalia
200 South Osage
Sedalia, Missouri 65301

and the Contractor:
(Name, legal status, address and other information)
Robert A. Treuner Masonry Co., Inc.
29220 McCormick Road
Sedalia, Missouri 65301

for the following Project:
(Name, location and detailed description)
City of Sedalia
New Fire Department Headquarters
Sedalia, Missouri

The Construction Manager:
(Name, legal status, address and other information)
Septagon Construction Management, Inc.
113 East Third Street
Sedalia, Missouri 65301

The Architect:
(Name, legal status, address and other information)
Peckham & Wright Architects, Inc.
15 South Tenth Street
Columbia, Missouri 65201

The Engineers:
(Name, legal status, address and other information)
Civil Engineering
Engineering Surveys & Services
1775 West Main
Sedalia, Missouri 65301
Structural Engineering
Trabue, Hansen & Hinshaw, Inc.
1901 Pennsylvania Drive
Columbia, Missouri 65202-1996
M/E/P Engineering
CM Engineering
700 Cherry Street, Suite C
Columbia, Missouri 65201-7726

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Any modifications after execution of this Agreement would require Mayor and Council approval.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Provide labor, materials, equipment and bonds for the City of Sedalia Fire Department Headquarters project for Work Package "4A" – Masonry per plans and specifications dated September 14, 2012. Clarifications include the following: no caulking or dampproofing; masonry cavity insulation to be 1.5" R-max Thermosheath Type I Class 1; brick at \$500 per thousand (to be selected by Owner); and X series mortar color at \$3.00 per bag.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date in the Notice to Proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

Init.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Contract Award – November 19, 2012

Portion of the Work	Substantial Completion Date
New Fire Department Headquarters Substantial Completion Date	October 18, 2013
Project Substantial Completion Date	January 13, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

A \$1,000.00 per day liquidated damage clause shall apply for each calendar day of delay beyond the scheduled completion dates listed above, if delay is caused by this Contractor.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
 below.

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Three Hundred Ninety-eight Thousand Eight Hundred Two & 00/100 Dollars (\$398,802.00), subject to additions and deletions as provided in the Contract Documents.

Base Bid Work Package "4A" – Masonry	\$427,440.00
Delete bituminous coating on back of limestone.	<\$1,973.00>
Delete mortar color.	<\$1,626.00>
Use "CAV" clear drainage system at flashing locations only.	<\$15,360.00>
Use mortar break vs. "CAV" clear at flashing locations only.	<\$1,625.00>
Use 9" x 9" hot dipped ladder wire vs. TME 3/16" x 3/16".	<\$1,124.00>
Limestone trim with smooth face in lieu of split face – buff color.	<\$6,140.00>
Change limestone to variegated vs. buff.	<\$790.00>
Total Contract Amount Including Bonds	\$398,802.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
N/A	

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Contractor shall submit to the office of the Construction Manager on or before the 28th day of each month the original and one (1) complete copy of the SCM Application and Certificate for Payment/Supplement – AIA G703 Continuation Sheet. The payment application shall be accompanied by the original and one (1) copy of all certified payrolls for this Contractor and any Subcontractors accomplishing work under this contract.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 28th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor within 45 days. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

Init.

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Upon completion of 100% of all Contract work on the entire project, completion of 100% of all Change Order work, completion of 100% of all punch list items, completion of all requirements in Section 01700, and submittal of 100% of all Certified Payrolls and Affidavit for Compliance with Prevailing Wage Law, final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

Init.

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User Notes:

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5% (five percent) per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Gary Edwards
City Administrator
City of Sedalia
200 South Osage
Sedalia, Missouri 65301
(660) 827-3000 ext. 146

§ 8.4 The Contractor's representative:

(Name, address and other information)

Andrew Treuner
Robert A. Treuner Masonry Co., Inc.
29220 McCormick Rd.
Sedalia, Missouri 65301
(660) 827-1474

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Contractor shall pay each and every of its employees and shall require each of its subcontractors and assure Owner that each of its subcontractors pay wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. In addition, Contractor's surety shall assure to each employee of Contractor and all lower tier subcontractors who perform any portion of the work required in this contract by Contractor, that each such employee is paid wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. Contractor hereby warrants and agrees to comply with all of the provisions of Chapter 290, R.S.Mo. The Contractor shall provide the original and two (2) copies of Performance Bond and Labor & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract. A Certificate of Insurance, executed contracts, and associated bonds shall be submitted to the Construction Manager prior to commencement of work. All bidders and successful contractors and subcontractors are required to comply with the State of Missouri's immigration laws as enacted and revised from time to time, including compliance with the certification of the legal employment status of all workers utilized on the public works project by the contractor and by any subcontractors encompassed by the bid and the resulting contract after award. Such compliance shall also include compliance with the state mandate for OSHA training for all workers used on the public works project regardless of by whom they are actually employed. Contractor is to comply with Missouri State Statutes regarding Excessive Unemployment. This Agreement is entered into as of the day and year first written above and is executed in four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit "A"		September 14, 2012	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual dated September 14, 2012 (see Exhibit "A")

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Exhibit "B"		09/14/2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	October 10, 2012	33 pages plus 9 drawings
Addendum #2	October 15, 2012	20 pages
Addendum #3	October 30, 2012	3 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Performance Bond and Labor & Material Payment Bond equal to 100% of the contract amount will be provided. Insurance is as per Supplementary Conditions.

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

OWNER (CITY OF SEDALIA)
(Signature)

CONTRACTOR (ROBERT A. TREUNER MASONRY CO., INC.)
(Signature)

(Printed name and title)

(Printed name and title)

Init.

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User Notes:

(1500261195)

 **AIA**® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the _____ day of November in the year Two Thousand Twelve.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Sedalia
200 South Osage
Sedalia, Missouri 65301

and the Contractor:
(Name, legal status, address and other information)
Ken Kare, Inc. dba Associated Door Company
526 East Third Street
Sedalia, Missouri 65301

for the following Project:
(Name, location and detailed description)
City of Sedalia
New Fire Department Headquarters
Sedalia, Missouri

The Construction Manager:
(Name, legal status, address and other information)
Septagon Construction Management, Inc.
113 East Third Street
Sedalia, Missouri 65301

The Architect:
(Name, legal status, address and other information)
Peckham & Wright Architects, Inc.
15 South Tenth Street
Columbia, Missouri 65201

The Engineers:
(Name, legal status, address and other information)
Civil Engineering
Engineering Surveys & Services
1775 West Main
Sedalia, Missouri 65301
Structural Engineering
Trabue, Hansen & Hinshaw, Inc.
1901 Pennsylvania Drive
Columbia, Missouri 65202-1996
M/E/P Engineering
CM Engineering
700 Cherry Street, Suite C
Columbia, Missouri 65201-7726

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

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User Notes:

(1298483766)

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Any modifications after execution of this Agreement would require Mayor and Council approval.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Provide labor, materials, equipment and bonds for the City of Sedalia Fire Department Headquarters project for Work Package "8A" – Overhead and Four-Fold Doors per plans and specifications dated September 14, 2012 and as revised by the attached proposal dated October 30, 2012 from Contractor.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date in the Notice to Proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

Init.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Contract Award – November 19, 2012

Portion of the Work	Substantial Completion Date
New Fire Department Headquarters Substantial Completion Date	October 18, 2013
Project Substantial Completion Date	January 13, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

A \$1,000.00 per day liquidated damage clause shall apply for each calendar day of delay beyond the scheduled completion dates listed above, if delay is caused by this Contractor.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
below.

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Fifty-nine Thousand Six Hundred Eighty-six & 00/100 Dollars \$59,686.00), subject to additions and deletions as provided in the Contract Documents.

Base Bid Work Package "8A" – Overhead and Four-Fold Doors	\$148,750.00
Deduct to change four-fold to Heavy Duty Aluminum Frame Sectional Doors per description dated October 30, 2012 from Associated Door Company.	<\$89,064.00>
Total Contract Amount Including Bonds	\$59,686.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
N/A	

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
N/A	

init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Contractor shall submit to the office of the Construction Manager on or before the 28th day of each month the original and one (1) complete copy of the SCM Application and Certificate for Payment/Supplement – AIA G703 Continuation Sheet. The payment application shall be accompanied by the original and one (1) copy of all certified payrolls for this Contractor and any Subcontractors accomplishing work under this contract.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 28th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor within 45 days. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

Init.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Upon completion of 100% of all Contract work on the entire project, completion of 100% of all Change Order work, completion of 100% of all punch list items, completion of all requirements in Section 01700, and submittal of 100% of all Certified Payrolls and Affidavit for Compliance with Prevailing Wage Law, final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A232-2009.
- Litigation in a court of competent jurisdiction.
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5% (five percent) per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Gary Edwards
City Administrator
City of Sedalia
200 South Osage
Sedalia, Missouri 65301
(660) 827-3000 ext. 146

§ 8.4 The Contractor's representative:

(Name, address and other information)

Kent Eichholz
Ken Kare, Inc. dba Associated Door Company
526 East Third Street
Sedalia, Missouri 65301
(660) 826-2968

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Contractor shall pay each and every of its employees and shall require each of its subcontractors and assure Owner that each of its subcontractors pay wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. In addition, Contractor's surety shall assure to each employee of Contractor and all lower tier subcontractors who perform any portion of the work required in this contract by Contractor, that each such employee is paid wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. Contractor hereby warrants and agrees to comply with all of the provisions of Chapter 290, R.S.Mo. The Contractor shall provide the original and two (2) copies of Performance Bond and Labor & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract. A Certificate of Insurance, executed contracts, and associated bonds shall be submitted to the Construction Manager prior to commencement of work. All bidders and successful contractors and subcontractors are required to comply with the State of Missouri's immigration laws as enacted and revised from time to time, including compliance with the certification of the legal employment status of all workers utilized on the public works project by the contractor and by any subcontractors encompassed by the bid and the resulting contract after award. Such compliance shall also include compliance with the state mandate for OSHA training for all workers used on the public works project regardless of by whom they are actually employed. Contractor is to comply with Missouri State Statutes regarding Excessive Unemployment. This Agreement is entered into as of the day and year first written above and is executed in four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

Int.

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User Notes:

(1298483766)

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit "A"		September 14, 2012	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual dated September 14, 2012 (see Exhibit "A")

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Exhibit "B"		09/14/2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	October 10, 2012	33 pages plus 9 drawings
Addendum #2	October 15, 2012	20 pages
Addendum #3	October 30, 2012	3 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A

- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Contractor Proposal totaling \$59,686.00 dated October 30, 2012.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Init.

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User Notes:

(1298483766)

Performance Bond and Labor & Material Payment Bond equal to 100% of the contract amount will be provided. Insurance is as per Supplementary Conditions.

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement is entered into as of the day and year first written above.

OWNER (CITY OF SEDALIA)
(Signature)

CONTRACTOR (KEN KARE, INC. dba ASSOCIATED
DOOR COMPANY)
(Signature)

(Printed name and title)

(Printed name and title)

init.



Associated Door Company

Ken-Kare Inc. dba

October 30, 2012

City Clerk - City of Sedalia
Sedalia Municipal Building
200 South Osage
Sedalia MO 65301

Re: New Fire Department Headquarters
Voluntary Alternate Work Package "8A"

Work Package "8A" Voluntary Alternate Pricing:
Delete four-fold doors and replace with aluminum full view, powder-coat painted Red, sectional, upward acting, overhead type doors.

Delete the four-fold doors listed as Doors 131E, 131F, 131G and 131H. These four (4) doors would be changed to Haas Door Company Model CA-220, heavy duty frame, aluminum full view.

- Bottom section of doors and the top two (2) sections of doors to be solid, no glass. Solid section panels are manufactured from smooth aluminum.
- Balance of sections, which would be sections 2, 3, 4, 5 and 6 to be glazed with ½" insulated clear tempered glass vision lites.
- These four (4) doors to be powder coat painted Red. Note: Powder-coat paint color selection to be chosen from manufacturer's standard RAL Color Selection Chart.
- These four (4) doors to be supplied with industrial duty, trolley type, electric operators to match the electric operators on the sectional doors on the North side of the Fire Station.

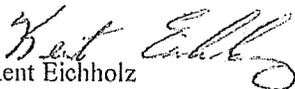
The three (3) 14' wide x 14' high and one (1) 8' wide x 10' high sectional, upward acting, overhead type doors and four (4) industrial duty, trolley type electric operators on the North side of the Fire Station to be supplied as specified.

Revised Total Proposal Amount, Including Bond \$59,686.00.

There are no four-fold doors included in this pricing.

If you have any questions, please feel free to contact me.

Sincerely,


Kent Eichholz
ke/rk

526 East Third • P.O. Box 1604 • Sedalia, MO 65302
Telephone (660) 826-2968 • Fax (660) 826-5886
www.associateddoor.com



AIA[®] Document A132[™] – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the _____ day of November in the year Two Thousand Twelve.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Sedalia
200 South Osage
Sedalia, Missouri 65301

and the Contractor:
(Name, legal status, address and other information)
Ozark Fire Protection, Inc.
19098 Dwyer Road
Warsaw, Missouri 65355
(660) 438-5701

for the following Project:
(Name, location and detailed description)
City of Sedalia
New Fire Department Headquarters
Sedalia, Missouri

The Construction Manager:
(Name, legal status, address and other information)
Septagon Construction Management, Inc.
113 East Third Street
Sedalia, Missouri 65301

The Architect:
(Name, legal status, address and other information)
Peckham & Wright Architects, Inc.
15 South Tenth Street
Columbia, Missouri 65201

The Engineers:
(Name, legal status, address and other information)
Civil Engineering
Engineering Surveys & Services
1775 West Main
Sedalia, Missouri 65301
Structural Engineering
Trabue, Hansen & Hinshaw, Inc.
1901 Pennsylvania Drive
Columbia, Missouri 65202-1996
M/E/P Engineering
CM Engineering
700 Cherry Street, Suite C
Columbia, Missouri 65201-7726

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(2003325560)

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Any modifications after execution of this Agreement would require Mayor and Council approval.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Provide labor, materials, equipment and bonds for the City of Sedalia Fire Department Headquarters project for Work Package "15A" – Fire Protection per plans and specifications dated September 14, 2012.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date in the Notice to Proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Contract Award – November 19, 2012

Portion of the Work

Substantial Completion Date

New Fire Department Headquarters Substantial Completion Date

October 18, 2013

Project Substantial Completion Date

January 13, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

A \$1,000.00 per day liquidated damage clause shall apply for each calendar day of delay beyond the scheduled completion dates listed above, if delay is caused by this Contractor.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Thirty-two Thousand Sixty-eight & 00/100 Dollars (\$32,068.00), subject to additions and deletions as provided in the Contract Documents.

Base Bid Work Package "15A" – Fire Protection

\$32,068.00

Total Contract Amount Including Bonds

\$32,068.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Price per Unit (\$0.00)

N/A

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Allowance

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Contractor shall submit to the office of the Construction Manager on or before the 28th day of each month the original and one (1) complete copy of the SCM Application and Certificate for Payment/Supplement – AIA G703 Continuation Sheet. The payment application shall be accompanied by the original and one (1) copy of all certified payrolls for this Contractor and any Subcontractors accomplishing work under this contract.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 28th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor within 45 days. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

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§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Upon completion of 100% of all Contract work on the entire project, completion of 100% of all Change Order work, completion of 100% of all punch list items, completion of all requirements in Section 01700, and submittal of 100% of all Certified Payrolls and Affidavit for Compliance with Prevailing Wage Law, final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Int.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5% (five percent) per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Gary Edwards
City Administrator
City of Sedalia
200 South Osage
Sedalia, Missouri 65301
(660) 827-3000 ext. 146

§ 8.4 The Contractor's representative:

(Name, address and other information)

Sonny Kellner
Ozark Fire Protection, Inc.
19098 Dwyer Road
Warsaw, Missouri 65355
(660) 438-5701

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Contractor shall pay each and every of its employees and shall require each of its subcontractors and assure Owner that each of its subcontractors pay wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. In addition, Contractor's surety shall assure to each employee of Contractor and all lower tier subcontractors who perform any portion of the work required in this contract by Contractor, that each such employee is paid wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. Contractor hereby warrants and agrees to comply with all of the provisions of Chapter 290, R.S.Mo. The Contractor shall provide the original and two (2) copies of Performance Bond and Labor & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract. A Certificate of Insurance, executed contracts, and associated bonds shall be submitted to the Construction Manager prior to commencement of work. All bidders and successful contractors and subcontractors are required to comply with the State of Missouri's immigration laws as enacted and revised from time to time, including compliance with the certification of the legal employment status of all workers utilized on the public works project by the contractor and by any subcontractors encompassed by the bid and the resulting contract after award. Such compliance shall also include compliance with the state mandate for OSHA training for all workers used on the public works project regardless of by whom they are actually employed. Contractor is to comply with Missouri State Statutes regarding Excessive Unemployment. This Agreement is entered into as of the day and year first written above and is executed in four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

Init.

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User Notes:

(2003325560)

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit "A"		September 14, 2012	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual dated September 14, 2012 (see Exhibit "A")

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Exhibit "B"		09/14/2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	October 10, 2012	33 pages plus 9 drawings
Addendum #2	October 15, 2012	20 pages
Addendum #3	October 30, 2012	3 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)

Performance Bond and Labor & Material Payment Bond equal to 100% of the contract amount will be provided. Insurance is as per Supplementary Conditions.

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)

This Agreement is entered into as of the day and year first written above.

OWNER (CITY OF SEDALIA)
(Signature)

CONTRACTOR (OZARK FIRE PROTECTION, INC.)
(Signature)

(Printed name and title)

(Printed name and title)

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(2003325560)

 **AIA**® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the _____ day of November in the year
Two Thousand Twelve.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Sedalia
200 South Osage
Sedalia, Missouri 65301

and the Contractor:
(Name, legal status, address and other information)
Home Heating & Air Conditioning Co., Inc.
101 E. Main Street
PO Box 1364
Sedalia, Missouri 65302

for the following Project:
(Name, location and detailed description)
City of Sedalia
New Fire Department Headquarters
Sedalia, Missouri

The Construction Manager:
(Name, legal status, address and other information)
Septagon Construction Management, Inc.
113 East Third Street
Sedalia, Missouri 65301

The Architect:
(Name, legal status, address and other information)
Peckham & Wright Architects, Inc.
15 South Tenth Street
Columbia, Missouri 65201

The Engineers:
(Name, legal status, address and other information)
Civil Engineering
Engineering Surveys & Services
1775 West Main
Sedalia, Missouri 65301
Structural Engineering
Trabue, Hansen & Hinshaw, Inc.
1901 Pennsylvania Drive
Columbia, Missouri 65202-1996
M/E/P Engineering
CM Engineering
700 Cherry Street, Suite C
Columbia, Missouri 65201-7726

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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(1229933113)

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Any modifications after execution of this Agreement would require Mayor and Council approval.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Provide labor, materials, equipment and (2) Letters of Credit for the City of Sedalia Fire Department Headquarters project for Work Package "15B" – HVAC per plans and specifications dated September 14, 2012. Contract also includes providing two (2) Irrevocable Letters of Credit to the City of Sedalia that total 100% of the contract amount in lieu of the Performance and Payment Bonds. One Irrevocable Letter of Credit shall be in the amount of \$134,616.00 with an expiration date of November 15, 2013; and one Irrevocable Letter of Credit shall be in the amount of \$20,000.00 with an expiration date of November 15, 2014.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date in the Notice to Proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Contract Award – November 19, 2012

Portion of the Work

Substantial Completion Date

New Fire Department Headquarters Substantial Completion Date

October 18, 2013

Project Substantial Completion Date

January 13, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

A \$1,000.00 per day liquidated damage clause shall apply for each calendar day of delay beyond the scheduled completion dates listed above, if delay is caused by this Contractor.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
below.

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be One Hundred Fifty-four Thousand Six Hundred Sixteen & 00/100 Dollars (\$154,616.00), subject to additions and deletions as provided in the Contract Documents.

Base Bid Work Package "15B" – HVAC	\$161,816.00
Eliminate UH-1 and UH-3 along with re-direction UH-2 and UH-4.	<\$4,200.00>
Replace bonds with (2) Letters of Credit.	<\$3,000.00>
Total Contract Amount	\$154,616.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
N/A	

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

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Item
N/A

Allowance

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Contractor shall submit to the office of the Construction Manager on or before the 28th day of each month the original and one (1) complete copy of the SCM Application and Certificate for Payment/Supplement – AIA G703 Continuation Sheet. The payment application shall be accompanied by the original and one (1) copy of all certified payrolls for this Contractor and any Subcontractors accomplishing work under this contract.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 28th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor within 45 days. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

Init.

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Upon completion of 100% of all Contract work on the entire project, completion of 100% of all Change Order work, completion of 100% of all punch list items, completion of all requirements in Section 01700, and submittal of 100% of all Certified Payrolls and Affidavit for Compliance with Prevailing Wage Law, final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5% (five percent) per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Gary Edwards
City Administrator
City of Sedalia
200 South Osage
Sedalia, Missouri 65301
(660) 827-3000 ext. 146

§ 8.4 The Contractor's representative:

(Name, address and other information)

James Finley
Home Heating & Air Conditioning Co., Inc.
101 E. Main Street
Sedalia, Missouri 65301
(660) 827-0101

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Contractor shall pay each and every of its employees and shall require each of its subcontractors and assure Owner that each of its subcontractors pay wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. Contractor hereby warrants and agrees to comply with all of the provisions of Chapter 290, R.S.Mo. A Certificate of Insurance, executed contracts, and Letters of Credit shall be submitted to the Construction Manager prior to commencement of work.

All bidders and successful contractors and subcontractors are required to comply with the State of Missouri's immigration laws as enacted and revised from time to time, including compliance with the certification of the legal employment status of all workers utilized on the public works project by the contractor and by any subcontractors encompassed by the bid and the resulting contract after award. Such compliance shall also include compliance with the state mandate for OSHA training for all workers used on the public works project regardless of by whom they are actually employed. Contractor is to comply with Missouri State Statutes regarding Excessive Unemployment. This Agreement is entered into as of the day and year first written above and is executed in four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

Init.

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User Notes:

6

(1232427060)

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit "A"		September 14, 2012	

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual dated September 14, 2012 (see Exhibit "A")

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Exhibit "B"		09/14/2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	October 10, 2012	33 pages plus 9 drawings
Addendum #2	October 15, 2012	20 pages
Addendum #3	October 30, 2012	3 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232-2009.

Contract also includes providing two (2) Irrevocable Letters of Credit that total 100% of the contract amount in lieu of the Performance and Payment Bonds. One Irrevocable Letter of Credit shall be in the amount of \$134,616.00 with an expiration date of November 15, 2013; and one Irrevocable Letter of Credit shall be in the amount of \$20,000.00 with an expiration date of November 15, 2014.

(Table deleted)

This Agreement is entered into as of the day and year first written above.

OWNER (CITY OF SEDALIA)
(Signature)

CONTRACTOR (HOME HEATING & AIR CONDITIONING,
CO., INC.)
(Signature)

(Printed name and title)

(Printed name and title)

Init.

 **AIA**® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the _____ day of November in the year Two Thousand Twelve.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Sedalia
200 South Osage
Sedalia, Missouri 65301

and the Contractor:

(Name, legal status, address and other information)

Ace Pro Contracting, LLC
501 East Third Street
Sedalia, Missouri 65301

for the following Project:

(Name, location and detailed description)

City of Sedalia
New Fire Department Headquarters
Sedalia, Missouri

The Construction Manager:

(Name, legal status, address and other information)

Septagon Construction Management, Inc.
113 East Third Street
Sedalia, Missouri 65301

The Architect:

(Name, legal status, address and other information)

Peckham & Wright Architects, Inc.
15 South Tenth Street
Columbia, Missouri 65201

The Engineers:

(Name, legal status, address and other information)

Civil Engineering
Engineering Surveys & Services
1775 West Main
Sedalia, Missouri 65301
Structural Engineering
Trabue, Hansen & Hinshaw, Inc.
1901 Pennsylvania Drive
Columbia, Missouri 65202-1996
M/E/P Engineering
CM Engineering
700 Cherry Street, Suite C
Columbia, Missouri 65201-7726

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Any modifications after execution of this Agreement would require Mayor and Council approval.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Provide labor, materials, equipment and bonds for the City of Sedalia Fire Department Headquarters project for Work Package "16A" – Electrical per plans and specifications dated September 14, 2012.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date in the Notice to Proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Contract Award – November 19, 2012

Portion of the Work	Substantial Completion Date
New Fire Department Headquarters Substantial Completion Date	October 18, 2013
Project Substantial Completion Date	January 13, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

A \$1,000.00 per day liquidated damage clause shall apply for each calendar day of delay beyond the scheduled completion dates listed above, if delay is caused by this Contractor.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
below.

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Two Hundred Seventy-eight Thousand Five Hundred & 00/100 Dollars (\$278,500.00), subject to additions and deletions as provided in the Contract Documents.

Base Bid Work Package "16A" - Electrical	\$282,800.00
Eliminate 3 pole lights in apparatus drive onto 16 th Street. Eliminate 6 of 9 flag pole light fixtures.	<\$4,300.00>
Total Contract Amount Including Bonds	\$278,500.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
N/A	

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
N/A	

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Contractor shall submit to the office of the Construction Manager on or before the 28th day of each month the original and one (1) complete copy of the SCM Application and Certificate for Payment/Supplement – AIA G703 Continuation Sheet. The payment application shall be accompanied by the original and one (1) copy of all certified payrolls for this Contractor and any Subcontractors accomplishing work under this contract.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 28th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor within 45 days. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

Init.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Upon completion of 100% of all Contract work on the entire project, completion of 100% of all Change Order work, completion of 100% of all punch list items, completion of all requirements in Section 01700, and submittal of 100% of all Certified Payrolls and Affidavit for Compliance with Prevailing Wage Law, final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5% (five percent) per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Gary Edwards
City Administrator
City of Sedalia
200 South Osage
Sedalia, Missouri 65301
(660) 827-3000 ext. 146

§ 8.4 The Contractor's representative:

(Name, address and other information)

Tony Kroeger
Ace Pro Contracting, LLC
501 East Third Street
Sedalia, Missouri 65301
(660) 620-5176

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Contractor shall pay each and every of its employees and shall require each of its subcontractors and assure Owner that each of its subcontractors pay wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. In addition, Contractor's surety shall assure to each employee of Contractor and all lower tier subcontractors who perform any portion of the work required in this contract by Contractor, that each such employee is paid wages in accordance with the Prevailing Wage Decision included as a part of the Contract Documents. Contractor hereby warrants and agrees to comply with all of the provisions of Chapter 290, R.S.Mo. The Contractor shall provide the original and two (2) copies of Performance Bond and Labor & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract. A Certificate of Insurance, executed contracts, and associated bonds shall be submitted to the Construction Manager prior to commencement of work. All bidders and successful contractors and subcontractors are required to comply with the State of Missouri's immigration laws as enacted and revised from time to time, including compliance with the certification of the legal employment status of all workers utilized on the public works project by the contractor and by any subcontractors encompassed by the bid and the resulting contract after award. Such compliance shall also include compliance with the state mandate for OSHA training for all workers used on the public works project regardless of by whom they are actually employed. Contractor is to comply with Missouri State Statutes regarding Excessive Unemployment. This Agreement is entered into as of the day and year first written above and is executed in four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

Int.

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User Notes:

(1849247083)

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit "A"		September 14, 2012	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual dated September 14, 2012 (see Exhibit "A")

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Exhibit "B"		09/14/2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	October 10, 2012	33 pages plus 9 drawings
Addendum #2	October 15, 2012	20 pages
Addendum #3	October 30, 2012	3 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Performance Bond and Labor & Material Payment Bond equal to 100% of the contract amount will be provided. Insurance is as per Supplementary Conditions.

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

_____ OWNER (CITY OF SEDALIA) (Signature)	_____ CONTRACTOR (ACE PRO CONTRACTING, LLC) (Signature)
_____ (Printed name and title)	_____ (Printed name and title)

mit.

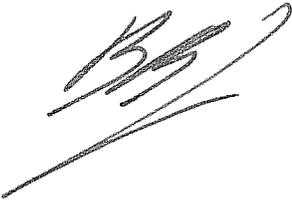
To: Gary Edwards
From: Bill Beck
Date: October 31, 2012
Subject: Radio Bids

We have solicited bids for one base/repeater radio and 40 mobile radios. These radios are necessary to meet the December 31, 2012 new FCC regulations. We received six bids one of which was a no bid.

I would like to request that we accept the low bid from Parsons Electronics, Warrensburg, MO for a total of \$20,845.00 which includes the base radio and the 41 mobile radios.

These radios will be used in the Street Department, Sanitation Department and Water Pollution Control Department. We have a Street Department budget of \$25,000.00, Sanitation Department budget of \$4,000.00 and a Water Pollution Control Department budget of \$7,000.00. The combined total budget is \$36,000.00 which will cover the cost.

We have not done business with this company but they have recently successfully completed narrow banding work for the City of Warrensburg, MO, City of Holden, MO, and the City of Independence, MO.

A handwritten signature in black ink, appearing to be 'Bill Beck', written in a cursive style with a long horizontal stroke extending to the left.

Base Station & Mobile Radios
September 27, 2012 10:00 a.m.
Mayor's Conference Room

Parsons Electronics- 248 NE 51 Rd, Warrensburg, MO 64093

Description: Kenwood Base/Repeater, 100 amp, tone remote, two desk mikes, locking cabinet duplexer, installed

Total Cost: **\$8,600.00**

Delivery: 45 days

Meet Specs: YES

Description: Kenwood Mobile radios & parts needed for installation

Total Cost: **\$12,245.00**

Delivery: 30 days

Meet Specs: YES

A & W Communications- 1918 Southridge, Jefferson City, MO 65109

Description: Harris Master III VHF Repeater

Total Cost: **\$10,401.32**

Delivery: 60 to 90 days

Meet Specs: YES, except will provide parts & service manuals upon bid award

Description: Kenwood 50 watt, 128 channel, VHF mobile radio

Total Cost: **\$16,425.80**

Delivery: 60 to 90 days

Meet Specs: YES, except will provide parts & service manuals upon bid award

Wireless USA- 1808-B Burlington St., Columbia, MO 65202

Description: Motorola MTR 3000 Repeater & Battery backup, tone remote & desk mics

Total Cost: **\$10,490.00**

Delivery: 60 days

Meet Specs: YES, \$35/mo. Repeater service agreement

Description: Motorola CM 300 Mobile radio, 45 watt, 32 channels, no antenna

Total Cost: **\$15,560.00 / \$389.00 each (40 units)**

Delivery: 60 days

Meet Specs: YES, \$7/unit/mo. Service agreement after warranty

Notes: Customer to install mobiles add \$105 each for wireless USA installation

Base Station & Mobile Radios
September 27, 2012 10:00 a.m.
Mayor's Conference Room

L&B Electronics- 113 Midway Rd., Eldon, MO 65026

Description: Icom 100 watt continuous duty repeater w/duplexer, cabinet & tone remotes,
programming for repeater operation upon grant of FCC license

Total Cost: **\$11,250.00**

Delivery: 15-20 days

Meet Specs: YES

Notes: License services preparation offered: paperwork fee \$75.00; coordination fees-repeater
using existing frequency \$400-450; coordination fees – repeater new frequency
\$850-\$1,000

Description: Icom 40 mobile radios w/installation & reprogramming of existing units

Total Cost: **\$15,995.00**

Delivery: 15-20 days

Meet Specs: YES

Notes: Options – Quarter wave mobile antennas \$27.00; Programming additional existing units
\$15.00; External 15 watt PA horns \$29.95; 3 yr additional warranty \$62.00/unit

Central Communications – 1819 W. Main, Sedalia, MO 65301

Description: Motorola MTR3000 VHF Base station/repeater

Total Cost: **\$8,990.00**

Delivery: 30 days ARM

Meet Specs: YES

Description: Motorola PM400 VHF 45 watt, 64-channel mobile radio

Total Cost: **\$16,800.00 / \$420.00 each for 40 units**

Delivery: 30 days ARM

Meet Specs: YES

Command 1- P.O. Box 83, Centertown, MO 65023

Description: Tait TB8100 repeater, 100 watt VHF

Total Cost: **\$9,800.00**

Delivery: 90 days

Meet Specs: YES

Description: TM-600 series mobile radio

Total Cost: **\$13,600.00**

Delivery: 90 days

Meet Specs: YES

**Base Station & Mobile Radios
September 27, 2012 10:00 a.m.
Mayor's Conference Room**

Command 1- P.O. Box 83, Centertown, MO 65023

Alternate Proposal: (40) Hytera DMR VHF mobiles: **\$24,000 / \$600 each**

Installation per radio: \$75 per vehicle, up to \$65 per vehicle on parts on new installation, Minimum \$40 per vehicle for existing installation/radio swap

Hytera DMR VHF Repeater: **\$2,700.00**

Duplexer: TXRX VHF: **\$1,500.00**

Cabinet/Backup Batteries: **\$1,100.00**

Installation/ Programming: Included

Total Mobile: **\$25,600.00 (with minimum install)**

Total Repeater: **\$5,300.00**

Commenco Wireless Communications- 4901 Bristol Ave, Kansas City, MO 64129 - **NO BID**

To: Gary Edwards
From: Bill Beck
Date: October 31, 2012
Subject: Roll Off Recycling Containers

In May the City of Sedalia applied for a grant through Region F for 10 yard roll off recycling containers to be used at The Recycle Center. We were notified in August that we were awarded the grant in the amount of \$30,000.00.

We have solicited bids for 10 yard roll off recycling containers. We received eight bids of which one was a no bid.

Truck Component Services, Strafford, MO is the low bid of \$21,000.00 for six containers. This bid meets all specifications. Mike Shankles, Vehicle Maintenance Superintendent has viewed the bids and agree this bid meets the needs of the City.

I would like to request that we accept the bid from Truck Component Services and purchase 12 containers totaling \$42,000.00. \$30,000.00 would be paid by the grant and the City would have matching contributing funds of \$12,000.00.

A handwritten signature in black ink, appearing to be 'Bill Beck', is located at the bottom left of the page. The signature is stylized and written in cursive.

Roll Off Recycling Containers
 October 5, 2012 2:00 p.m.
 Mayor's Conference Room

Description	Gregory Container 1385 Industrial Dr. Kahoka, MO 63445	American Equipment Co. 3250 Harvester Rd. Kansas, KS 66115 10 yd. Recycle Containers	Truck Component Services 403 E. Evergreen Rd. Straitsford, MO 65757 N.E.O. Fab. Containers	Elliott Equipment Co. 14001 Bolts Rd. Grandview, MO 64030 Midland Recycling Roll-Off Containers	Armor Equipment 1369 Lonehill Rd. Arnold, MO 63010 Wastequip RCA Containers	Custom Manufacturing, Inc. 4101 S.W. 113th St. Oklahoma, OK 73173 10-yd Recycling Container	Downing Sales & Services, Inc. 3 Indigo Rd. Phillipsburg, MO 65722 Roll Offs USA 10 yd. Roll Off Container	WasteEquip, Mfg. Co. B41 Meacham Rd. Statesville, NC 28677
Price (1) Container	\$3,702.00	\$3,952.00	\$4,135.00	\$4,150.00	\$4,200.00	\$5,106.00	\$5,349.00	
Price (6) Containers	\$22,212.00	\$23,712.00	\$21,000.00	\$24,900.00	\$3,600.00 each / \$21,600.00 for 6 units	\$26,208.00	\$24,262.00	
Delivery	3 weeks from receiving PO# 21 days	30 days	Approx. 60-75 days after receipt of order	Approx. 45-60 days ARO	30 Days	6 weeks (45-Days)	Approx. 4 weeks after receipt of order Delivery based on current prod. sched. & may vary depending on orders received at factory. City responsible & must have fork lift to unload containers	
Meet Specs	YES	YES	YES	YES	YES	YES	YES	
E-Verify Documents consists of the following 2 pgs. of the E-Verify Memorandum of Understanding (1) A valid, completed copy of the first pg. identifying the Contractor, & (2) A valid copy of the signature pg. completed & signed by the Contractor, the Social Security Admin. & the Dept. of Homeland Sec. -Verification Division (3) Affidavit attached, completed & signed.	NO	NO	E-Verify not required in area they are located in. However, do have a EEO / Affirmative action plan in place.	YES	NO	NO	YES	
	NO	NO	YES	YES	NO	NO	YES	
	YES	YES	YES	YES	NO	YES	YES	

*Documentation received after bid opened.

To: Gary Edwards
From: Bill Beck
Date: October 31, 2012
Subject: Heber Hunt Safe Routes to School Change Order No. 4

I would like to recommend the City approve Change Order No. 4 for the Heber Hunt Safe Routes to School Project. This change order is for a contract extension of 18 calendar days; there is no change in the contract price.

This change order extends the contract end date to October 2, 2012 due to the extreme drought conditions and coordination delays with the DBE contractor. This extension has been approved by the Missouri Department of Transportation.

Thank you.

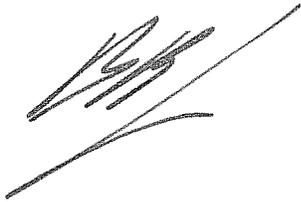
A handwritten signature in black ink, appearing to be "BB" with a long horizontal stroke extending to the right.

To: Gary Edwards
From: Bill Beck
Date: October 31, 2012
Subject: Mill and Overlay of Various Streets Change Order No. 1

I would like to recommend the City approve Change Order No. 1 for the Mill and Overlay of Various Street Project. The total amount of this change order is a deduction of \$15,218.36 which brings the total contract price to \$267,041.64. The amount budgeted for this project is \$400,000.00.

This change order is for final quantity adjustments.

Thank you.

A handwritten signature in black ink, appearing to be 'Bill Beck', with a long horizontal stroke extending to the right.

CHANGE ORDER

SHEET NO: (1) OF 1

SEQUENCE NO.: Change Order #1 (FINAL)

TO **Chester Bros Construction Company** CONTRACTOR

PROJECT NO.: 2012-02

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

Final Quantity Adjustment

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER,

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1		2" Milling of Asphalt to existing concrete surface	5266.65	6400	-1133.35	\$1.60		\$(1,813.36)
2		1/2" Warm Mix Wedge Course	524.55	415	109.55	\$70.00	\$7,668.50	
3		1 1/2" Warm Mix Overlay	1,142.64	1600	-457.36	\$67.60		\$(30,917.54)
4		2" Milling of Asphalt	16121.44	15300	821.44	\$1.30	\$1,067.87	
5		2" Overlay	1727.68	1700	27.68	\$67.60	\$1,871.17	
		2" Milling of Asphalt (Stewart 18" to 20")	2200	0	2200	\$1.80	\$3,960.00	
		Associated Striping on Main Street	1	0	1	\$2,945.00	\$2,945.00	

TOTALS \$17,512.54 \$(32,730.90)

1. CONTRACT AMOUNT	\$282,260.00
2. Amount Paid To Date	\$0.00
3. Final Change Order Amount	\$(16,218.36)
4. Total Project Amount	\$267,041.64
5. Total Left to be Paid	\$267,041.64

4. COMMENTS:

PROJECT ENGINEER SIGNATURE

David Lake

DATE

10-9-2012

CONTRACTOR'S SIGNATURE

[Signature]

DATE

10-11-2012

Rev. 3/23/01

To: Gary Edwards
From: Bill Beck
Date: October 31, 2012
Subject: State Fair Blvd. & ProEnergy Blvd. Intersection Improvement
Project Change Order No. 1

I would like to recommend the City approve Change Order No. 1 for State Fair Blvd. & ProEnergy Blvd. Intersection Improvement Project. The total amount of this change order is an addition of \$1,587.00 which brings the total contract price to \$59,495.00. The amount budgeted for this project is \$65,000.00.

This change order includes additional asphalt. During construction it was found that the edge of the project needed to be moved out 12 inches for the entire length of the intersection due to an existing joint at that location. If a new joint would have been installed only 12 inches away for another joint, the asphalt would have quickly crumbled between the two joints.

Thank you.

A handwritten signature in black ink, appearing to be 'Bill Beck', written in a cursive style.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1 (FINAL)

TO B & P Excavating CONTRACTOR

PROJECT NO.: 2012-03

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)
State Fair Blvd. & ProEnergy Blvd. Intersection Improvements

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
	8	Asphalt Pavement W/ Base Rock	141	164	23	\$69.00	\$1,587.00	
							\$1,587.00	

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT	\$57,908.00
2. OVERRUN THIS ORDER (H-I)	\$1,587.00
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	\$0.00
4. TOTAL OVERRUN TO DATE (2+3)	\$1,587.00
5. TOTAL (1+4)	\$59,495.00

4. COMMENTS:
Additional asphalt required due to field adjustments.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

David Lane
PROJECT ENGINEER SIGNATURE
Patrick Stebb
CONTRACTOR'S SIGNATURE

10-30-2012
DATE

10-30-2012
DATE

To: Gary Edwards
From: Bill Beck
Date: October 31, 2012
Subject: Sole Source Repair to Sanitation Truck #216

I would like to recommend the City approve a sole source repair to the sanitation truck #216, 2007 Chevrolet 8500 with a 7.2L C-7 Caterpillar engine, for \$5,784.49 for Foley Equipment Company.

The repairs are to the engine assembly. The high pressure oil/fuel pump is worn out and all 6 injectors need to be replaced. This repair will extend the life cycle of the truck. This repair comes with a two year warranty.

Caterpillar sells a kit to repair the problem. Foley Equipment Co. is the only local Caterpillar dealer.

Thank you.

A handwritten signature in black ink, appearing to be 'BB' with a long horizontal stroke underneath.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM MERTC, LLC THE OWNER OF PROPERTY ADJACENT TO 2600 WEST 16TH STREET IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, MERTC, LLC, the owner of property adjacent and east of the City's fire station located at 2600 West 16th Street in the City of Sedalia has proposed to donate an temporary construction easement to aid and provide parking for city employees and construction personnel as well as their vehicles and trailers and the like while renovations are being made to the City's fire station, as more fully described in the easement attached to this ordinance and incorporated by reference therein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:

Section 1. The Council of the City of Sedalia, Missouri, hereby accepts a temporary construction easement by and between the City of Sedalia, Missouri and MERTC, LLC as more fully described in the easement attached to this ordinance and incorporated therein.

Section 2. The City Clerk is hereby authorized and directed to file in her office the said temporary easement and ordinance after recording said easement and ordinance with the Pettis County Recorder of Deeds.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of November, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of November, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

Title of Document: **TEMPORARY CONSTRUCTION EASEMENT**

Execution Date of Document: _____

Grantor's Name & Mailing Address: MERTC, LLC, a Missouri Limited Liability Company, Attn: Russell Childers, 1500 Thompson Boulevard, Sedalia, Missouri 65301

Grantees' Names & Mailing Addresses: City of Sedalia, Missouri, a Missouri Municipal corporation, c/o of City of Administrator, 200 South Osage Avenue, Sedalia, Missouri 65301.

Legal Description of Property:

A temporary construction easement encumbering the west 25 feet of the property described in document 2003-6562 and shown on the survey recorded in Plat Cabinet "A" at Page 321 in the Office of the Recorder, Pettis County, Missouri.

Book/Page & Document Type Referred to in this Document:

KNOW ALL MEN BY THESE PRESENTS, That MERTC, LLC, a Missouri Limited Liability Company, has this day GIVEN, DEVISED AND DONATED, and by these presents does GIVE, DEVISE AND DONATE unto the said **City of Sedalia, Missouri**, the following described temporary construction easement situate in the County of Pettis and the State of Missouri, that is to say:

SEE ABOVE LEGAL DESCRIPTION

TO HAVE AND TO HOLD said temporary easement and rights unto the City of Sedalia, Missouri, a municipal corporation and its successors and assigns until completion of construction within the described easement. Grantor also affirms that it is lawfully seized and possessed of said lands, has a good and lawful right and power to give and convey them and that it is free and clear of all encumbrances put forth against the property at the request of Grantor..

IN WITNESS WHEREOF, MERTC, LLC has hereunto subscribed its name this _____ day of

November, 2012.

MERTC, LLC

By _____
Russell Childers

Its: _____

STATE OF MISSOURI)
) SS
COUNTY OF PETTIS)

On this _____ day of November, 2012, before me appeared Russell Childers, to me personally known, who being by me duly sworn, did say that he is a member and/or manager of MERTC, LLC, a Missouri limited liability company, and that said instrument was signed and sealed in behalf of said LLC and said Russell Childers acknowledged said instrument to be the free act and deed of said LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Sedalia, Missouri, the day and year last above written.

Notary Public Within And For
Said County and State

My Commission Expires: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SEPTAGON CONSTRUCTION COMPANY, INC FOR THE BUILDING IMPROVEMENTS WATER POLLUTION CONTROL BUILDING PROJECT.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Septagon Construction Company, Inc.; under which the City of Sedalia, Missouri, shall give the sum and amount of Eighty-seven Thousand Two Hundred Eighty-six Dollars and Eighty-one Cents (\$87,286.81) to Septagon Construction Company, Inc. for the Building Improvements Water Pollution Control Building Project (Roof Repair at 201 South Marvin) contained in Project No. 2012-06, dated September 7, 2012 as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Septagon Construction Company, Inc. in substantively the same form and content as the agreement has been proposed.

Section 2. The City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the documents in substantively the same form and content as they have been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the documents after they have been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of November 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of November 2012.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC City Clerk

CITY OF
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS
PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS
FOR
BUILDING IMPROVEMENTS WATER POLLUTION CONTROL BUILDING

PROJECT NO. 2012 - 06

SEPTEMBER 7, 2012

BIDDER: SEPTAGON CONSTRUCTION
COMPANY INCORPORATED - SEDALIA

ADDRESS: 113 E. THIRD, SEDALIA, MO.
65301

TELEPHONE NUMBER: (660) 827-5955

DATE: 10-1-2012

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **Building Improvements Water Pollution Control Building, Project 2012-06, dated September 7, 2012**, as noted in these contract documents for the following price(s):

COLOR GARD W/ S.S. CLIPS

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Amount
1.00	MOBILIZATION AND BONDING	LS	1	\$6784.00	\$6784.00
2.00	STANDING SEAM METAL ROOF MINIMUM 24 GAUGE WITH MINIMUM 25 YEAR WARRENTY	SF	9100	\$6.35/SF	\$57786 57,785
3.00	2" BLANKET INSULATION	SF	9100	.2591/SF	\$2358.00 2357.81
4.00	GUTTER, DOWNSPOUTS, EAVES		TOTAL FOR PROJECT	XXXXXX	\$9675.00
5.00	SNOW RETENTION BARRIER		TOTAL FOR PROJECT	XXXXXX	\$5865.00
6.00	RIDGE CURBS FOR EXISTING VENTS	EA	2	\$2410.00	\$4820.00
7.00	SPECIFY GAUGE OF METAL		24		
8.00	SPECIFY WARRENTY		25 YEAR MIN'L & WEATHER TIGHTNESS		

TOTAL AMOUNT OF BID: \$ ~~87,288.00~~ 87,286.81 

In the event that additions to the work covered by this proposal are required, the undersigned hereby proposes and agrees that the following unit prices will prevail for the following additions:

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 30 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: Septagon Construction Company Incorporated-Sed

BY: Stace Anderson 
 TITLE: President
 ADDRESS: 113 East Third St., Sedalia, MO 65301
 DATE: September 27, 2012

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2012 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and _____ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the _____ day of _____, 2012 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **BUILDING IMPROVMENTS WATER POLLUTION CONTROL BUILDING, Project 2012-06, dated SEPTEMBER 7, 2012,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI
(Party of the first part)

City Clerk

BY: _____
Gary Edwards
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR: _____

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____
BY: _____
(Name & Title)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2012 before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year first above written.

Notary Public

My Commission Expires:

AFFIDAVIT

COMPLIANCE WITH THE WORK AUTHORIZATION LAW
(as required by Section 285.530, Revised Statutes of Missouri)

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

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

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared _____
(Name)

_____, of the _____,
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 285.530 (2) Missouri Revised Statutes, have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements.

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____.

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

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

Building Improvements Water Pollution Control Building, Project No. 2012-06

located at in Sedalia, Pettis County, Missouri, and completed on the _____ day of _____, 20____.

(Signature)

Subscribed and sworn to me this _____ day of _____, 20____.

My Commission expires: _____

Notary Public

PLEASE NOTE:

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

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

WAGE RATE STIPULATIONS:

- A. The BID, CONTRACT, and BONDS shall be based upon the required payment by the Contractor and his subcontractors of not less than the prevailing hourly rate of wages, including the prevailing rate for legal holidays and overtime work, for each craft or type of workman required to execute the contract, as determined now or hereafter by the Missouri Division of Labor Standards on behalf of the Department of Labor and Industrial Relations.
- B. The Contractor and each subcontractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Sections 290.210 through 290.340 RSMo 1959, as amended 1987.
- C. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by representatives of the City of Sedalia and the Missouri Division of Labor Standards.
- D. The Contractor shall forfeit as a penalty to the City, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or any subcontractor under him.
- E. A facsimile of Form PW 1000 of the Missouri Division of Labor Standards is included in the LABOR-RELATED REGULATIONS.

WAGE RATE DETERMINATIONS:

The State of Missouri wage rate determinations are published hereafter.

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State
of _____, personally came and appeared _____
(Name)

_____, of the _____,
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that
all provisions and requirements set out in Chapter 290, Section 290.210 through and including
290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on
public works projects have been fully satisfied and there has been no exception to the full and
complete compliance with said provisions and requirements and with Wage Determination No. 19,
issued by the Division of Labor Standards on the 9th day of April, 2012, in carrying out the contract
and work in connection with

_____ located at _____ in
(Name of Project) (Name of Institution)

_____ County, Missouri, and completed on the _____ day of _____, 2012.

(Signature)

Subscribed and sworn to me this _____ day of _____, 20____.

My Commission expires: _____

Notary Public

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, VACATING A RESERVED UTILITY EASEMENT IN A PREVIOUSLY VACATED ALLEY AT 217 WEST 24TH STREET IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia has received a request from Florence E. Harris., owner of real property located at 217 West 24th Street, to vacate a reserved utility easement in a previously vacated alley that is located in the midst of this property; a copy of said request and property descriptions are attached hereto and incorporated herein; and

WHEREAS, said alley was previously vacated by Ordinance # 8916 on December 4, 1995.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. It is hereby found and determined that the utility easement, described as:

A utility easement located within a previously vacated alley as shown on the plat of "Elm Place" recorded September 27, 1919 in Plat Book 2 at page 84 described as beginning at the South line of 24th Street (Between South Ohio and South Kentucky Avenues) and extending South 410 feet

should be and the same is hereby vacated.

Section 2. The City Clerk is hereby authorized and directed to file in her office said ordinance after recording said ordinance with the Pettis County Recorder of Deeds.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of November, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of November, 2012.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC
City Clerk

October 17, 2012

City of Sedalia-c/o Mayor Elaine Horn & Sedalia City Council

Re: Ordinance NO. 08916

Dear Mayor Horn and Sedalia City Council Members:

I own the property at address: 217 West 24th Street, Sedalia, MO 65301. Legal Description: PART LOTS 1-5 & PART LOTS 18-20 ELM PLACE.

I hereby request that the utility easement lying within the previously vacated alley on my property be vacated by the City of Sedalia. The subject easement and vacated alley are referenced in Ordinance No. 08916.

I am asking for your approval to the above request, as it is necessary for the sale of my property. Thank you for consideration of this request. Please call my son Mike Harris at 660-287-2729, 660-826-8685, 660-827-2299 should you have any questions.

Sincerely,

Florence E. Harris

A handwritten signature in cursive script that reads "Florence E. Harris".

Enclosed attachments only for your convenience.

BILL NO. 95 - 46

ORDINANCE NO. 08916

AN ORDINANCE VACATING AN ALLEY RIGHT-OF-WAY SOUTH OF 24TH STREET IN THE SUBDIVISION ELM PLACE AND RETAINING AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN THE CITY OF SEDALIA, MISSOURI.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. It is hereby found and determined that an alley right-of-way south of 24th Street in the subdivision Elm Place, which is described as follows:

A 15 foot alley as shown on the plat of "Elm Place" recorded September 27, 1919 in Plat Book 2 at Page 84 described as beginning the South line of 24th Street (between Ohio and Kentucky Avenues) and extending South 410 feet.

is hereby vacated as an alley right-of-way but the City reserves a permanent utility easement across said 15 foot right-of-way for public utility purposes to construct, maintain, rebuilt, repair, improve or extend said utilities.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by the Council of the City of Sedalia, Missouri this 4th day of December, 1995.

Read for the third time and passed by the Council of the City of Sedalia, Missouri this 4th day of December, 1995.

[Signature]
Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December, 1995.

[Signature]
Jane A. Gray, Mayor

ATTEST:

[Signature]
Shirley Collins, CMC City Clerk

Filed for record the 12th day of December A.D., 1995 at 3 o'clock and - min. PM

6603
*

DOROTHY DEMAND, RECORDER

BILL NO. 95 - 46

ORDINANCE NO. 08916

AN ORDINANCE VACATING AN ALLEY RIGHT-OF-WAY SOUTH OF 24TH STREET IN THE SUBDIVISION ELM PLACE AND RETAINING AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN THE CITY OF SEDALIA, MISSOURI.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. It is hereby found and determined that an alley right-of-way south of 24th Street in the subdivision Elm Place, which is described as follows:

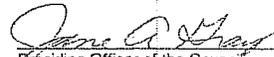
A 15 foot alley as shown on the plat of "Elm Place" recorded September 27, 1919 in Plat Book 2 at Page 84 described as beginning the South line of 24th Street (between Ohio and Kentucky Avenues) and extending South 410 feet.

is hereby vacated as an alley right-of-way but the City reserves a permanent utility easement across said 15 foot right-of-way for public utility purposes to construct, maintain, rebuild, repair, improve or extend said utilities.

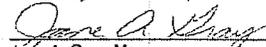
Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

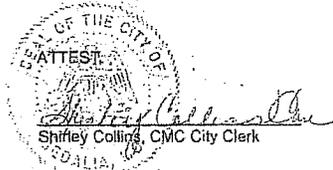
Read two times by the Council of the City of Sedalia, Missouri this 4th day of December, 1995.

Read for the third time and passed by the Council of the City of Sedalia, Missouri this 4th day of December, 1995.


Jane A. Gray
Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December, 1995.


Jane A. Gray, Mayor



Certificate of Survey

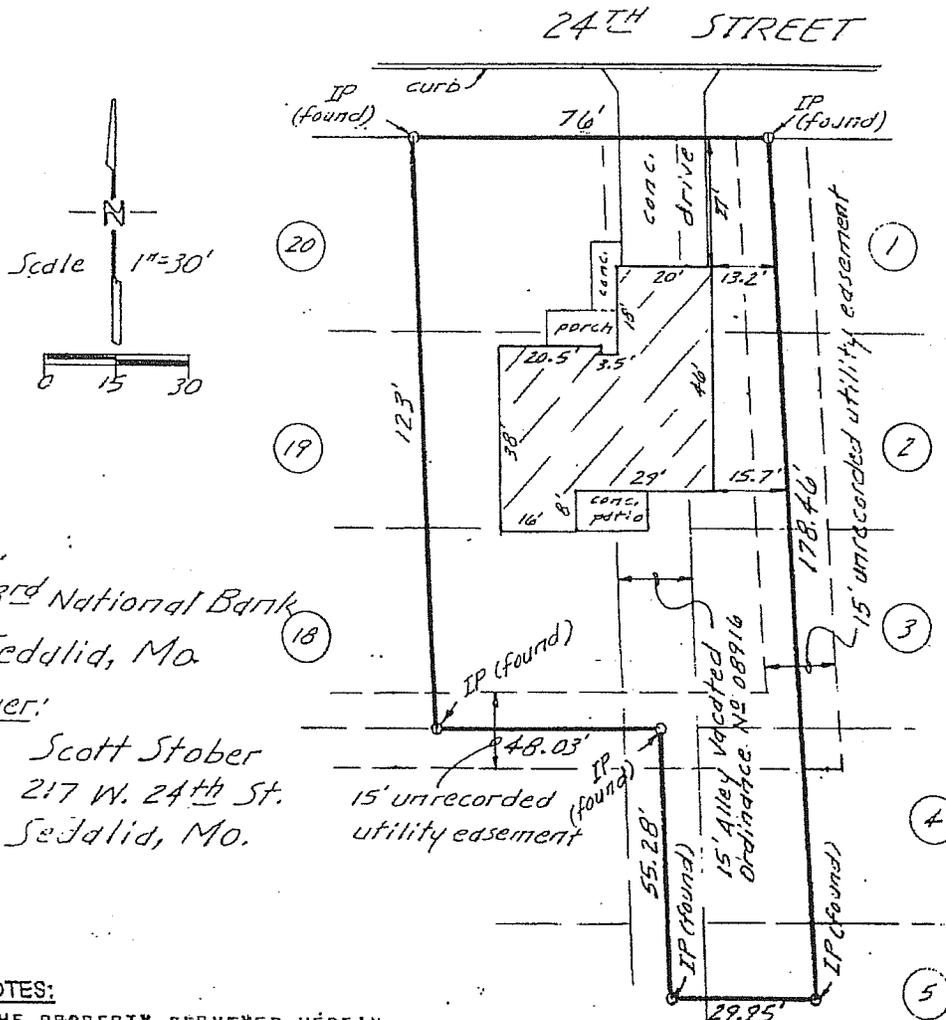
DESCRIPTION:

A PART OF LOTS 1, 2, 3, 4 AND 5 OF ELM PLACK, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOTS 1, 2, 3, 4 AND 5, 178.33 FEET TO THE NORTHWEST CORNER OF THE SOUTH 25.0 FEET OF SAID LOT 5; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 25.0 FEET OF SAID LOT 5, 98.45 FEET TO A POINT 111.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH 25.0 FEET OF SAID LOT 5; THENCE NORTH, 178.91 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, 98.47 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST ALONG SAID NORTH LINE, 96.47 FEET TO THE POINT OF BEGINNING; EXCEPT, THE EAST 75.0 FEET THEREOF.

ALSO, THE EAST HALF OF A FIFTEEN (15) FOOT STRIP FORMERLY INDICATED FOR ALLEY PURPOSES, LYING ADJACENT TO THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY, AND VACATED ON DECEMBER 4, 1995 BY CITY ORDINANCE #08916 AND RECORDED DECEMBER 12, 1995 IN BOOK 661 AT PAGE 487.

ALSO, THE EAST 40.53 FEET OF LOTS 18, 19, AND 20 OF ELM PLACK, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI.

ALSO, THE WEST HALF OF A FIFTEEN (15) FOOT STRIP FORMERLY INDICATED FOR ALLEY PURPOSES, LYING ADJACENT TO THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY, AND VACATED ON DECEMBER 4, 1995 BY CITY ORDINANCE #08918 AND RECORDED DECEMBER 12, 1995 IN BOOK 651 AT PAGE 487.



For:
3rd National Bank
Sedalia, Mo.

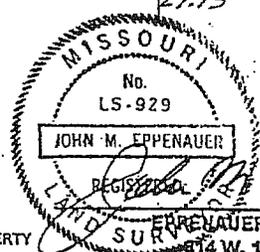
Buyer:
Scott Stober
217 W. 24th St.
Sedalia, Mo.

NOTES:
THE PROPERTY SURVEYED HEREIN DOES NOT LIE WITHIN A FLOOD HAZARD AREA.

CLASS "A" PROPERTY.

CERTIFICATION

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES DIVISION OF GEOLOGY AND LAND SURVEY.



John M. Eppenauer
9-25-97

ERRELAUER & ASSOCIATES
814 W. 16TH STREET
SEDALIA, MO.
816-328-8618

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING EXHIBIT O TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEDALIA, MISSOURI AND OLSSON ASSOCIATES FOR ENGINEERING SERVICES.

WHEREAS, on June 15, 2009 the City of Sedalia executed an Administrative Consent Order, 2009 – 1002 with the Missouri Department of Natural Resources for required improvements to be made to the City’s Wastewater Sewer System by July 31, 2016; and

WHEREAS, the City of Sedalia, Missouri approved a Master Agreement for Professional Services between the City of Sedalia and Olsson Associates on June 15, 2009 for services rendered; and

WHEREAS, under the attached agreement labeled Exhibit O, Olsson Associates shall provide services associated with the configuration, startup and training for the supervisory control and data acquisition (SCADA) system at the Central Wastewater Treatment Plant and the Southeast Wastewater Treatment Plant; and

WHEREAS, and as consideration therefore, the City of Sedalia, Missouri, shall pay Olsson Associates:

- An anticipated cost not to exceed Sixty-Five Thousand Five Hundred Thirty-Eight Dollars (\$65,538.00) for SCADA services for the Central Plant, and
- An anticipated cost not to exceed Seventy-Four Thousand Seventy Dollars (\$74,070.00) for SCADA services for the Southeast Plant.

All terms as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Olsson Associates in substantively the same form and content as the agreement has been proposed.

Section 2. The City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the agreement in substantively the same form and content as the agreement has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of November 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of November 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

To: Gary Edwards
From: Bill Beck
Date: October 31, 2012
Subject: Olsson Associates Exhibit "O"

As part of our \$30 million sewer project, overflow basins will be used to control excessive storm flows. The pumps for these basins will be controlled by a new Supervisory Control and Data Acquisition (SCADA) system. This system will also be used to control other plant functions reducing man hours needed to perform mundane tasks.

I would like to recommend the City approve Exhibit O from Olsson Associates in the amount of \$139,608.00. This proposal covers the configuration, setup and training of the SCADA systems for the Central Wastewater Treatment Plant and the Southeast Wastewater Treatment Plant.

As Olsson Associates is very familiar with both treatment plants they are very capable of performing this service.

Thank you.

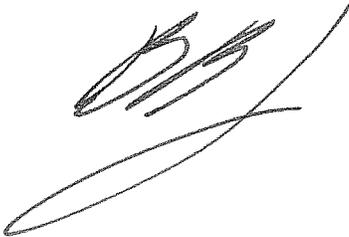
A handwritten signature in black ink, appearing to be "BB", with a long, sweeping underline that extends to the left and then curves back to the right.

EXHIBIT "O" to GENERAL PROVISIONS ATTACHED TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED JUNE 10, 2009

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Master Agreement for Professional Services dated June 10, 2009 between City of Sedalia, Missouri ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Projects to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

PART I: SCOPE OF SERVICES

SERVICES

This scope of services includes the configuration, startup, and training for the Supervisory Control and Data Acquisition (SCADA) system at Central WWTP and Southeast WWTP. The work will support the improvements to these plants occurring as part of Exhibit 'L'.

PHASE 600: EXHIBIT "O" SERVICES

TASK 600: SCADA SERVICES - CENTRAL PLANT

Olsson shall provide SCADA configuration, startup, and training services at the Central WWTP site. The tasks performed shall include:

Task 601: SCADA Configuration Services – Olsson shall perform the following services for the Central WWTP:

- Configure new processor for existing Allen-Bradley SLC500 PLC
- Configure inputs for new UV disinfection system
- Configure inputs for new generator/transfer switch
- Configure inputs/control for new sludge tank aeration and mixing system (alternate bid item)
- Design and configure Wonderware graphic displays for all new and existing PLC inputs/outputs
- Design and configure graphic displays for new touchscreen display panel
- Configure VPN Router to allow remote access to SCADA system
- SCADA Operations Training

Task 602: SCADA Hardware and Software - Olsson shall provide the following:

- New computer for the office in the Solids Handling Building
- New computer for the Office/Lab
- Wonderware System Platform software for two new computers
- Win911 alarm dialer software upgrade and new modem
- Uninterruptible Power Supplies for two new computers
- Color laser printer for the office in the Solids Handling Building
- VPN Router for remote SCADA system access

TASK 610: SCADA SERVICES - SOUTHEAST PLANT

Olsson shall provide SCADA configuration, startup, and training services at the Southeast WWTP site. The tasks performed shall include:

Task 611: SCADA Configuration Services – Olsson shall perform the following services for the Southeast WWTP:

- Configure new Allen-Bradley CompactLogix PLC
- Configure inputs for new UV disinfection system
- Configure inputs for new generator/transfer switch
- Configure inputs/control for new storm water weir gate
- Configure input for new aeration basin inlet flow meter
- Configure inputs/control for new aeration blowers
- Configure inputs for new aeration basin dissolved oxygen probes (used for blower control)
- Configure inputs for all equipment currently monitored on Process Control Panel
- Design and configure graphic displays for all new and existing PLC inputs/outputs
- Design and configure graphic displays for new touchscreen display panel
- Configure VPN Router to allow remote access to SCADA system
- SCADA Operations Training

Task 612: SCADA Hardware and Software - Olsson shall provide the following:

- New computer for the Process Control Building
- Wonderware System Platform software for one new computer
- RS Logix 5000 PLC programming software
- Uninterruptible Power Supply for one new computer
- Color laser printer for the office in the Process Control Building
- VPN Router for remote SCADA system access

PART II: COMPENSATION

For the services described in this Exhibit, the Client agrees to pay Olsson the following lump sum amounts:

Task 600 – SCADA Services – Central Plant	\$ 65,538.00
Task 610 – SCADA Services – Southeast Plant	\$ 74,070.00

PART III: SCHEDULE

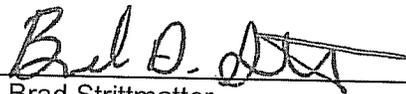
Anticipated Start Date: November 1, 2012

Completion Dates:

Central Plant SCADA System Startup	May 1, 2013
Southeast Plant SCADA System Startup	May 1, 2013

OLSSON ASSOCIATES

By: 
Michael J. Lally, P.E.

By: 
Brad Strittmatter

If you accept this Exhibit "O", please sign below:

CITY OF SEDALIA, MISSOURI

By: _____

Title: _____

Dated: _____

If different from above,

Client's Designated Project Representative

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING A GENERAL ELECTION TO BE HELD ON APRIL 2, 2013 FOR THE PURPOSE OF ELECTING ONE COUNCILMAN FROM EACH OF THE FOUR WARDS IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. A municipal non-partisan general election shall be held on Tuesday, April 2, 2013 in the City of Sedalia, Missouri for the purpose of electing one Councilman from each of the four wards in the City of Sedalia, Missouri.

Section 2. The said municipal general election shall be held in accordance with the laws of the State of Missouri and the ordinances of the City of Sedalia, Missouri, and the said election shall be conducted by the County Clerk of Pettis County, Missouri. Filing of declarations of candidacy may begin on December 11, 2012 at 8:00 a.m. and will be accepted, thereafter Monday through Friday excluding holidays, from 8:30 a.m. until 5:00 P.M. on January 15, 2013 at the City Clerk's office,.

Section 3. At or before 5:00 P.M. on January 22, 2013, the City Clerk shall give notice of the said municipal general election to the County Clerk, including a sample ballot for the said municipal general election duly certifying the candidates at the said election.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage by the City Council and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of November, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of November, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

Office of the Mayor

TO: Members of City Council
FROM: Mayor Elaine Horn E H
DATE: October 31, 2012
RE: Appointments to City Boards and Commissions

I would like to make the following recommendations:

New appointments:

BOARD	MEMBER	TERM
BOTHWELL REGIONAL HEALTH CENTER BOARD OF TRUSTEES		
	David Floyd 1500 Waterloo Drive	4 Year Term Expiring 06-2016
	Dr. David Kuhlmann 600 E. 12 th Street	4 Year Term Expiring 06-2016

City of Sedalia
Department Bills 11-5-2012

Vendor Name	Invoice Number	Amount
511-Praxair Distribution Inc	44306560	\$ 147.87
Alamar Uniforms	391019	\$ 675.00
Alamar Uniforms	392953	\$ 2,007.00
All Makes Machine Inc	BBB5442	\$ 71.50
Al's Portable Welding	2887	\$ 50.00
Al's Portable Welding	2897	\$ 70.00
Apac-Missouri Inc	9000169376	\$ 66.62
Apac-Missouri Inc	9000169415	\$ 266.50
Apac-Missouri Inc	9000169416	\$ 2,242.50
Apac-Missouri Inc	9000169612	\$ 62.51
Apac-Missouri Inc	9000169852	\$ 200.62
Apac-Missouri Inc	9000169981	\$ 124.94
Apac-Missouri Inc	9000170107	\$ 193.70
Apac-Missouri Inc	9000170108	\$ 728.65
Apac-Missouri Inc	9000170378	\$ 121.10
Apac-Missouri Inc	9000170459	\$ 180.83
Apac-Missouri Inc	9000170919	\$ 978.90
Apac-Missouri Inc	9000171517	\$ 71.55
Arlene Silvey	1012	\$ 82.36
Arlene Silvey	1012A	\$ 85.84
AT & T	1012	\$ 68.88
AT & T	1012A	\$ 169.23
AT & T	1012B	\$ 41.94
Auto Glass Express	73520	\$ 90.00
Auto Glass Express	73578	\$ 160.00
B & P Excavating	11462	\$ 57,908.00
B & P Excavating	11463	\$ 1,587.00
Benitz Service Co	035141	\$ 1,007.48
Boone Quarries	58831	\$ 76.04
Bothwell Regional Health Ctr		\$ 140.00
Bothwell Regional Health Ctr	1012A	\$ 7.00
Bothwell Regional Health Ctr	1012B	\$ 14.00
Burnup Equipment Company Inc	13611	\$ 977.17
Central Communications Inc	378211	\$ 1,980.00
Central Missouri Electric Coop Inc	1112-15	\$ 223.80
Central Missouri Electric Coop Inc	1112-61	\$ 6,270.02
Certified Repair Service Llc	14546	\$ 1,158.08
Certified Repair Service Llc	14749	\$ 754.92
Champion Brands LLC	431615	\$ 203.73
Charter Communications	1012-12A	\$ 101.99

Vendor Name	Invoice Number	Amount
Charter Communications	1012-12C	\$ 64.48
Charter Communications	1012-14	\$ 94.99
Charter Communications	1012-19	\$ 144.64
Charter Communications	1012-MUNI	\$ 119.99
Charter Communications	1112-11	\$ 237.64
Charter Communications	1112-12B	\$ 30.82
Charter Communications	1112-12D	\$ 25.70
Charter Communications	1112-13	\$ 66.90
Cheryl Layton	1012	\$ 44.40
Chester Bross Construction Company	12120907	\$ 267,041.64
Cintas Corp #379	379780641	\$ 541.01
Cintas Corp #379	379781823	\$ 546.96
Cintas Corp #379	379782993	\$ 546.66
City Safe & Lock Service	062531	\$ 60.50
City Safe & Lock Service	062549	\$ 8.75
Conrad Fire Equipment Inc	479959	\$ 129.15
Cooperative Workshops Inc	43017	\$ 5,000.00
Craig Plumbing	60123	\$ 110.00
Crescent Parts & Equipment	3474393-00	\$ 61.62
Crow-Burlingame	720036805	\$ 14.75
Crown Power & Equipment Co	15526L	\$ 53.16
Custom Communications	121013	\$ 45.00
D C Battery Inc	065719	\$ 96.00
D C Battery Inc	065722	\$ 96.00
D C Battery Inc	065744	\$ 96.00
Digital Safety Technologies Inc.	21487	\$ 1,500.00
Div Of Employment Security State Of Missouri	98837	\$ 3,936.41
Division 7 Inc	2012-27	\$ 250.00
Dugan's Paint And Floorcovering	S0195450	\$ 35.86
Dugan's Paint And Floorcovering	S0195656	\$ 26.51
Dugan's Paint And Floorcovering	S0195765	\$ 21.24
Ed M Feld Equip Co Inc.	0232201	\$ 8.70
Elaine Horn	1112	\$ 195.36
Empire District	1112-12	\$ 157.21
Employee Screening Service Llc	150921	\$ 37.00
Engineering Surveys & Services	ESS048815	\$ 2,167.50
Engineering Surveys & Services	ESS048818	\$ 720.00
Engineering Surveys & Services	ESS049269	\$ 1,173.00
Engineering Surveys & Services	ESS049339	\$ 87.00
Engineering Surveys & Services	ESS049348	\$ 2,999.65
Engineering Surveys & Services	ESS049349	\$ 626.20
Environmental Resource Assoc.	665508	\$ 510.05
Environmental Systems Research Inst	92553201	\$ 2,200.00

Vendor Name	Invoice Number	Amount
Family Medicine Associates Pc	1112	\$ 500.85
Fedex	2-039-16767	\$ 22.86
Fedex	2-046-47316	\$ 32.69
Fedex	2-054-23386	\$ 90.74
FFAM	62.50	\$ 62.50
Fischer Concrete Service Inc	3488	\$ 227.77
Fischer Concrete Service Inc	3729	\$ 556.77
Fischer Concrete Service Inc	3730	\$ 1,036.10
Fischer Concrete Service Inc	3731	\$ 1,060.18
Fischer Concrete Service Inc	3732	\$ 97.50
Fischer Concrete Service Inc	3989	\$ 1,017.28
Fischer Concrete Service Inc	3991	\$ 2,192.64
Fischer Concrete Service Inc	4202	\$ 314.44
Foley Industries	0470730	\$ 95.40
Foley Industries	1167569	\$ 38.00
Forest Park Lawn & Garden Inc	8937	\$ 85.00
Forklifts Of Central Missouri Inc	S0007499	\$ 450.80
Forklifts Of Central Missouri Inc	S0008888	\$ 47.16
Fort Bend Services Inc	0177668	\$ 2,826.00
FTC Equipment Llc	6164	\$ 377.40
Gier Oil Co Inc	47805	\$ 11,553.85
Gier Oil Co Inc	47806	\$ 15,916.36
GNC Enterprises Inc.	18008	\$ 287.09
Greg Harrell	1012	\$ 676.15
Hach Company	7929765	\$ 114.45
Hach Company	7993785	\$ 250.40
Hall Signs Inc	277903	\$ 446.40
Hillyard - Columbia	600436393	\$ 500.00
Hillyard - Columbia	600443727	\$ 292.95
Home Heating & Air Conditioning Co Inc.	7709	\$ 126.00
IBT Inc.	5892497	\$ 34.27
IBT Inc.	5920650	\$ 248.48
IBT Inc.	5927937	\$ 57.67
I-Land Internet Services	1504376	\$ 59.95
I-Land Internet Services	1504377	\$ 3.99
Image Technologies	107646	\$ 225.00
Independent Salt Company	0091633	\$ 10,803.07
Insurance & Benefits Group Llc	46704	\$ 3,763.99
J Gardner & Associates Inc	109405	\$ 265.00
Jason Hilburn	1012	\$ 100.00
Jim's Tire Service Inc	1-66724	\$ 369.86
Jim's Tire Service Inc	1-67435	\$ 2,920.64
John Comfort	1012	\$ 9.99

Vendor Name	Invoice Number	Amount
KCP&L	1012-12	\$ 486.99
KCP&L	1012-14	\$ 20.90
KCP&L	1012-14A	\$ 20.52
KCP&L	1012-14E	\$ 48.67
KCP&L	1012-14F	\$ 212.05
KCP&L	1012-14G	\$ 24.90
KCP&L	1012-14H	\$ 563.82
KCP&L	1012-14P	\$ 29.15
KCP&L	1012-14Q	\$ 31.34
KCP&L	1012-14R	\$ 29.44
KCP&L	1012-14S	\$ 29.14
KCP&L	1012-14T	\$ 29.13
KCP&L	1012-15	\$ 431.80
KCP&L	1012-61C	\$ 606.03
KCP&L	1012-61M	\$ 239.84
KCP&L	1012-SL	\$ 33,584.59
KCP&L	1112-14I	\$ 17.19
KCP&L	1112-14K	\$ 17.26
KCP&L	1112-14N	\$ 42.29
Key Hydraulics	12-25438	\$ 3.18
Key Hydraulics	12-25487	\$ 128.08
Key Hydraulics	12-25505	\$ 899.80
Key Hydraulics	12-25576	\$ 210.10
Key Hydraulics	12-25594	\$ 83.78
Knapheide Truck Equipment	JCS61288	\$ 1,800.00
Lambert Vet Supply	00883708	\$ 339.99
Language Line Services	3033918	\$ 43.33
Lea's Truck Service Llc	4706p	\$ 489.37
Lehman Construction Co Llc	1012	\$ 14.13
Lek-Tro-Mek Sales & Service	0031670	\$ 48.00
Leon Uniform Co Inc	278591	\$ 52.00
Leon Uniform Co Inc	278799	\$ 208.50
Leon Uniform Co Inc	278591-01	\$ 55.00
Lochner	000007767-2	\$ 6,507.20
Lowe's Companies Inc.	04465	\$ 87.59
Lowe's Companies Inc.	04627	\$ 9.62
Lowe's Companies Inc.	04994	\$ 18.97
Lowe's Companies Inc.	06740	\$ 23.15
Lowe's Companies Inc.	06937	\$ 18.96
Lowe's Companies Inc.	06959	\$ 6.11
Lowe's Companies Inc.	11918	\$ 30.56
Lowe's Companies Inc.	12230	\$ 25.90
Lowe's Companies Inc.	12589	\$ 16.93

Vendor Name	Invoice Number	Amount
Lowe's Companies Inc.	25426	\$ 11.97
Lowe's Companies Inc.	25557	\$ 17.50
Lowe's Companies Inc.	25825	\$ 19.35
Lowe's Companies Inc.	27750	\$ 322.59
Lowe's Companies Inc.	27981	\$ 68.32
Lowe's Companies Inc.	28058	\$ 21.46
Lowe's Companies Inc.	28524	\$ 189.91
Lowe's Companies Inc.	28548	\$ 121.37
Lowe's Companies Inc.	28603	\$ 66.47
Lowe's Companies Inc.	91661	\$ 66.23
M & R Monument Co	1012	\$ 6,725.00
Main Street Logo	210837	\$ 90.00
Manny Rodriguez	1012	\$ 30.00
Manny Rodriguez	1012A	\$ 10.00
Mark Grose	1012	\$ 22.87
Mark's Mobile Glass Inc	058580	\$ 49.84
Matt Irwin	1012	\$ 486.00
MCI	1012	\$ 213.24
Melissa Culp	1012	\$ 59.55
MFA Agri Services-Sedalia	84123	\$ 209.00
Mfa Oil & Propane	D0000433911	\$ 1,323.79
Mid-America Regional Council	7737	\$ 25.00
Midland Gis Solutions	1012	\$ 14,339.00
Midwest Laboratories Inc	660700	\$ 21.14
Mike Shankles	1012	\$ 15.86
Missouri Department of Revenue	34862	\$ 35.00
Missouri Municipal League	2012-1372	\$ 36.00
Missouri One Call System Inc.	2070311	\$ 280.80
Missouri One Call System Inc.	2080316	\$ 248.30
Motion Industries Inc	499322	\$ 39.48
MSHP CJ Tech Fund	812HP331021904	\$ 1,350.00
MWEA	1012A	\$ 40.00
MWEA	1012B	\$ 40.00
Myron Corp	81210080	\$ 149.79
Myron Corp	81210148	\$ 218.37
National Pen Corporation	106597890	\$ 238.90
Nuway Concrete Forms Central	322833	\$ 441.00
Nuway Concrete Forms Central	322834	\$ 436.00
Nuway Concrete Forms Central	322835	\$ 436.00
Nuway Concrete Forms Central	324138	\$ 166.00
Nuway Concrete Forms Central	332104	\$ 441.00
Nuway Concrete Forms Central	332105	\$ 441.00
Open Door Thrift Shop	414872	\$ 12.00

Vendor Name	Invoice Number	Amount
O'Reilly Automotive Inc.	129221	\$ 9.77
O'Reilly Automotive Inc.	0114-128971	\$ 39.80
O'Reilly Automotive Inc.	0114-130195	\$ 3.99
O'Reilly Automotive Inc.	0114-130259	\$ 106.90
Orschelns Convenience Card	1414	\$ 47.97
Otten Small Engine Service	96191	\$ 25.90
Otten Small Engine Service	96458	\$ 20.00
Pamela Burlingame	1112	\$ 136.16
Pettis County	1112	\$ 6,866.78
Pettis County Recorder of Deeds	1112	\$ 54.00
Pettis County Recorder of Deeds	1112A	\$ 54.00
Phillips Auto Electric Inc	1012	\$ 86.50
Printlynx	97542	\$ 25.92
Public Safety Center Inc	5357024	\$ 647.00
Qscend Technologies Inc	5246	\$ 110.00
Quicksilver Water	678697	\$ 21.00
Quicksilver Water	679323	\$ 46.25
Quicksilver Water	679989	\$ 80.25
Rac-Jac Properties	1012-12	\$ 15.00
Rac-Jac Properties	1012-13	\$ 282.74
Rejis Commission	INV0025415	\$ 25.00
Rescue Repair Inc	17647	\$ 420.00
Rescue Repair Inc	17648	\$ 192.50
Rescue Repair Inc	17649	\$ 192.50
Rescue Repair Inc	17650	\$ 192.50
Rick Ball Ford - Sedalia	129145	\$ 147.83
Rick Ball Ford - Sedalia	129156	\$ 41.62
Ricoh USA Inc	1036430022	\$ 52.74
Ricoh USA Inc	5024029768	\$ 71.11
Roberts & Associates	09016972	\$ 250.00
Sandra Giese	1112	\$ 33.75
Scott's Upholstery	1012	\$ 75.00
Sedalia Downtown Development	335	\$ 5,000.00
Sedalia Electric Motors Inc	1112	\$ 585.00
Sedalia Electric Motors Inc	1112A	\$ 85.00
Sedalia Rental & Supply	138918	\$ 30.00
Sedalia Rental & Supply	138919	\$ 219.00
Sherria McDonald	1012	\$ 59.98
SMC Electric Supply	60172493-01	\$ 30.72
SMC Electric Supply	60172896-00	\$ 94.60
SMC Electric Supply	60173037-00	\$ 28.80
SMC Electric Supply	60173037-01	\$ 61.01
SMC Electric Supply	60173274-00	\$ 215.83

Vendor Name	Invoice Number	Amount
SMC Electric Supply	60173400-00	\$ 34.40
SMC Electric Supply	60173484-00	\$ 51.51
SMC Electric Supply	60173734-00	\$ 56.04
Smith Paper & Janitor Supply	545032	\$ 95.34
Smith Paper & Janitor Supply	545083	\$ 65.50
Smith Paper & Janitor Supply	545354	\$ 51.95
Smith Paper & Janitor Supply	545357	\$ 59.80
Smith Paper & Janitor Supply	545396	\$ 131.25
Smith Paper & Janitor Supply	545397	\$ 68.50
Smith Paper & Janitor Supply	545617	\$ 101.71
Smith Paper & Janitor Supply	545692	\$ 127.70
Smith Paper & Janitor Supply	543227-1	\$ 42.50
Sonequity Pest Management	95527	\$ 136.00
Staples Business Advantage	3182408802	\$ 50.46
Staples Business Advantage	3182408803	\$ 109.75
Staples Business Advantage	3182835464	\$ 55.47
Staples Business Advantage	3183661808	\$ 40.58
Staples Business Advantage	3184028264	\$ 219.98
Staples Business Advantage	3184028265	\$ 599.51
Staples Business Advantage	3184427969	\$ 90.14
Staples Business Advantage	3184427970	\$ 7.07
Staples Business Advantage	3184427971	\$ 96.02
Staples Business Advantage	3184427972	\$ 241.34
Staples Business Advantage	3184427973	\$ 1,831.00
Staples Business Advantage	3184427974	\$ 75.76
Stephen Galliher	1012	\$ 48.10
Stone Laser Imaging	1012	\$ 30.00
Superior Signals Inc	313770	\$ 206.70
Syn-Tech Systems Inc	76181	\$ 1,149.75
Table Of 5 Catering	340	\$ 260.21
The Gehm Corporation	2655	\$ 965.50
The Truck Lot	1012	\$ 9.61
The Ups Store	1012	\$ 30.91
Tim's Tree Service Llc	2932	\$ 145.00
Tim's Tree Service Llc	2937	\$ 235.00
Tim's Tree Service Llc	2938	\$ 350.00
Tim's Tree Service Llc	2945	\$ 245.00
Tire Centers Llc	6500121354	\$ (510.00)
Tire Centers Llc	6500122260	\$ 99.95
Tire Centers Llc	6500122289	\$ 153.90
Tire Centers Llc	6500122595	\$ 27.25
Tire Centers Llc	6500122612	\$ 382.46
Tire Centers Llc	6500122690	\$ 13.50

Vendor Name	Invoice Number	Amount
Tire Centers Llc	6500122709	\$ 448.56
Tire Centers Llc	6500122812	\$ 28.25
Tire Centers Llc	6500122969	\$ 15.00
Tire Centers Llc	6500123052	\$ 332.46
Trans-Central Suppliers Inc	0214046	\$ 61.34
Trans-Central Suppliers Inc	0214190	\$ 247.85
Trans-Central Suppliers Inc	0214191	\$ 335.22
Trans-Central Suppliers Inc	0214244	\$ 8.55
Trans-Central Suppliers Inc	0214304	\$ 5.78
Tri-State Construction Equipment Co.	540822	\$ 132.88
Turpin Land Surveying	14305	\$ 968.75
Unifirst Corporation	2723287	\$ 26.00
Unifirst Corporation	2723288	\$ 25.44
Unifirst Corporation	2723289	\$ 36.46
Unifirst Corporation	2723291	\$ 31.35
Unifirst Corporation	2723292	\$ 410.66
Unifirst Corporation	2723293	\$ 44.88
United Laboratories	025239	\$ 449.22
United Rotary Brush Corp	C1127288	\$ 503.05
University Of Missouri - Columbia AR	0005261	\$ 90.00
University Of Missouri - Columbia AR	0005277	\$ 50.00
University Of Missouri - Columbia AR	0005295	\$ 150.00
University Of Missouri Extension Council	491	\$ 30.00
Usa Bluebook	781721	\$ 36.95
Usa Bluebook	782342	\$ 142.48
Utility Truck Equip Mfg	109400	\$ 1,684.32
Verizon Wireless	2817334327	\$ 2,698.20
Vulcan Inc	225827	\$ 65.00
Wal-Mart Community/GECRB	000387	\$ 34.70
Wal-Mart Community/GECRB	01003	\$ 14.64
Wal-Mart Community/GECRB	01479	\$ 54.81
Wal-Mart Community/GECRB	01611	\$ 110.16
Wal-Mart Community/GECRB	06429	\$ 87.15
Wal-Mart Community/GECRB	06875	\$ 129.30
Wal-Mart Community/GECRB	09175	\$ 19.26
Wal-Mart Community/GECRB	09863	\$ 63.37
Warehouse Tire And Muffler	136405	\$ 347.52
WEF Membership	1012	\$ 62.00
WEF Membership	1012A	\$ 62.00
West Group	825799406	\$ 291.95
Whiteman AFB-Comm Council	1012-Edwards	\$ 50.00
Whiteman AFB-Comm Council	1012-Emerson	\$ 50.00
Whiteman AFB-Comm Council	1012-Evans	\$ 50.00

Vendor Name	Invoice Number	Amount
Whiteman AFB-Comm Council	1012-Gallihier	\$ 50.00
Whiteman AFB-Comm Council	1012-Horn	\$ 50.00
Whiteman AFB-Comm Council	1012-Simmons	\$ 50.00
Wilberto T Robles Santa	1012A	\$ 52.50
Woods Super Market	126	\$ 17.16
Woods Super Market	1012	\$ 12.38
YSI Inc.	504761	\$ 178.37
Total Invoices To Be Paid		<u>\$ 546,576.22</u>