

**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR
(GUARANTEED MAXIMUM PRICE)**

THIS AGREEMENT is dated as of the ____ day of _____, 20__ (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and Garney Companies, Inc. (“Construction Manager”). Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – THE PROJECT

- 1.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Super Critical Water Oxidation Pilot, PN 1-C-019-25. Installation of a unit to destroy PFAS and similar compounds within the biosolids waste stream at Cedar Creek Wastewater Treatment Plant.

ARTICLE 2 – GENERAL PROVISIONS

2.01 *Relationship of the Parties*

- A. The Construction Manager accepts the relationship established by this Agreement and covenants with the Owner to cooperate with the Engineer(s) and exercise the Construction Manager’s skill and judgement in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. Each Party acknowledges that it is not acting as a fiduciary to the other Party and that this Agreement does not establish a general fiduciary relationship between the parties. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

2.02 *General Conditions*

- A. For the Preconstruction Phase, EJCDC® C-700, Standard General Conditions of the Construction Contract, as amended with Supplementary Conditions, shall apply only as specifically provided in this Agreement. For the Construction Phase, the General Conditions of the Contract shall be as set forth in EJCDC® C-700, as amended with Supplementary Conditions to be further negotiated by the Parties and included, which documents are incorporated herein by reference. The term “Contractor” as used in EJCDC® C-700 shall mean the Construction Manager. The term “Contract Price” as used in EJCDC® C-700 shall mean the Guaranteed Maximum Price.
- B. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Construction Manager in the Supplementary Conditions.

ARTICLE 3 – CONTRACT DOCUMENTS

3.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 19 inclusive).
 2. General Conditions (pages 1 to 65, inclusive).
 3. Supplementary Conditions (pages 1 to 33, inclusive).
 4. Addenda issued prior to execution of this Agreement.
 5. Any amendments to this Agreement with exhibits.
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A – Construction Manager’s Cost Proposal.
 - b. Exhibit B – Construction Manager’s Hourly Rate Schedule.
 - c. Exhibit C – Anti-Discrimination Form
 - d. Exhibit D – Certificate of Good Standing to Conduct Business in Kansas
 - e. Exhibit E – Insurance Certificate and Endorsements
 - f. Exhibit F – Letter from Surety indicating the bonding capacity of Construction Manager.
 - g. Exhibit G – Non-collusive Affidavit of Prime Bidder.
 - h. Exhibit H - SRF Provisions in Construction Contract (BABA requirements)
 7. The following which may be identified in the Guaranteed Maximum Price Amendment to this Agreement upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal and are not attached hereto:
 - a. Drawings.
 - b. General Requirements.
 - c. Technical Specifications.
 - d. Addenda issued for development of the Guaranteed Maximum Price.
 - e. Construction Manager’s Guaranteed Maximum Price proposal.
 - f. Performance & Maintenance bond.
 - g. Statutory bond.
 8. The following which may be issued after the Guaranteed Maximum Price Amendment to this Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 3.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. The Contract Documents may only be amended, modified, or supplemented by Amendment to this Agreement during the Preconstruction Phase or through a Change Order as provided in the General Conditions during the Construction Phase.

ARTICLE 4 – CONSTRUCTION MANAGER’S RESPONSIBILITIES

4.01 The Construction Manager’s responsibilities are set forth in Paragraphs 4.02 and 4.03 below. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

4.02 *Preconstruction Phase*

The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule, and construction budget requirements, each in terms of the other. The Preconstruction Phase shall be complete upon the Owner’s acceptance of the Guaranteed Maximum Price and execution of the Guaranteed Maximum Price Amendment, unless otherwise agreed upon by Owner and Construction Manager.

- A. The Construction Manager shall actively engage with the Owner, Engineer(s), and other design professionals in a manner encouraging and supporting collaboration, cooperation, open communication, and trust.
- B. The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules, and regulations, but the Construction Manager shall promptly report to the Owner and Engineer(s) any nonconformity discovered by or made known to the Construction Manager as Request for Information in such form the Engineer may require.
- C. The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.
- D. The Construction Manager shall prepare an initial cost estimate and schedule for the Project based on documents available at the time the cost is prepared. The cost shall be itemized for each division of work and separated by project identified in Article 1, but it shall be assumed the projects will occur concurrently or in immediate sequence for the purposes of developing the costs of general conditions, bonds, insurance, and the Construction Manager’s fee. The Owner and Engineer(s) will review the initial cost estimate and it will serve as a starting point for design development.
- E. As requested and required by the Owner and/or Engineer(s), the Construction Manager shall thoroughly evaluate the design plans and project specifications to assist the Owner and Engineer and provide input on completeness, constructability, maintainability, potential conflicts and problems, and errors and shall provide written comments and discuss the

outcome of such reviews with Owner and Engineer(s). Any such evaluation shall be solely for the purpose of facilitating the Work and under no circumstances shall such evaluation or anything in this Agreement make Construction Manager responsible or liable for professional services rendered by or design plans, specifications, or other information prepared by or on behalf of the Engineer, others, or any of their consultants of any tier. The Construction Manager shall be entitled to rely upon the adequacy, accuracy, and completeness of all design, engineering, and other consulting or professional services provided by the Engineer or others and their consultants at all tiers. The Construction Manager shall have no liability to the Owner or any other party or non-party for the failure of any design plans, specifications, or other design or engineering produced by the Engineer or others and their consultants at all tiers to be adequate, correct, complete, and free from defect for any purpose or to comply with the Law, all of which shall remain the responsibility of the Engineer, others and / or their consultants at all tiers. Further, Construction Manager shall not have liability for errors, omissions, or inconsistencies, or conflicts in the design plans or project specifications unless the Construction Manager knowingly fails to report a recognized problem to the Owner.

1. The Construction Manager shall participate in meetings with the Owner and Engineer to discuss such matters as procedures, progress, coordination, scheduling, and value engineering of the Work. The schedule of such meetings shall be determined by the Owner and shall be mutually agreeable with the Construction Manager and Engineer(s). The Construction Manager shall, consistent with the Project requirements, advise the Owner and the Engineer on proposed site use and improvements; selection of materials; building systems, and equipment; constructability; availability of materials and labor; time requirements for procurement installation, and construction; and factors related to construction including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
 2. The Construction Manager shall participate in one (1) kick-off meeting to review communication protocols, preconstruction schedule, and project scopes.
- F. The Construction Manager shall participate in three (3) meetings to review the initial cost estimate and to facilitate a value engineering effort to develop and evaluate potential project savings through means of construction, design modifications, alternative materials, and schedule optimization. The Construction Manager shall provide cost evaluations of proposed modifications.
- G. The Construction Manager shall develop a schedule for the construction of the project(s), collaborating with the Owner and Engineer(s) to provide information regarding the availability of materials and labor, procurement of materials and equipment having long-lead times, phased construction, project sequencing, and other factors impacting the time of construction.
- H. The Construction Manager shall identify and evaluate opportunities to accelerate the construction schedule by means of early bid packages or phased construction and determine the benefits and risks of such.
- I. The Construction Manager shall prepare, for the Owner and Engineers' review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the

Guaranteed Maximum price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager thereafter shall accept responsibility for them.

- J. The Construction Manager shall collaborate with the Owner and Engineers on developing bid packages, subcontractor lists, and subcontractor prequalification criteria for all scopes of work. The Construction Manager shall actively engage the subcontractor market to heighten interest in the project.
- K. The Construction Manager shall, at an agreed upon time, provide the Owner with a Guaranteed Maximum Price proposal for the complete construction of the Project.
 - 1. The Guaranteed Maximum Price shall be the sum of the Construction Manager's estimate of the cost of the Work as described in Article 13 of the General Conditions, except where modified herein. The Guaranteed Maximum Price shall include contingencies as described in Paragraph 4.02.K.2 below; the costs of general conditions, bonds, and insurance as described in the Construction Manager's Cost Proposal, and the Construction Manager's fee as described in the Construction Manager's Cost Proposal.
 - 2. In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the cost of the Work but not included in a Change Order.
 - a. To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer(s), the Construction Manager shall provide in the contingency for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment all of which, if required, shall be incorporated into a Change Order.
 - 3. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager.
 - a. Paragraph 7.06 of the General Conditions shall apply to the Preconstruction Phase, except where modified herein.
 - b. The Construction Manager shall submit to Owner a list of pre-qualified subcontractors which the Construction Manager intends to obtain bids. The Construction Manager shall also submit documentation identifying the Construction Manager's subcontractor pre-qualification process.
 - c. If the Construction Manager recommends a specific bidder or subcontractor that may be considered a "related party" according to Paragraph 13.06 of this Agreement, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction according to Paragraph 13.06.
 - d. The Owner may suggest specific subcontractors from whom the Construction Manager shall take bids. If the Construction Manager does not have a reasonable

objection to the specific subcontractor, the Construction Manager shall provide the subcontractor with the Construction Manager's pre-qualification documentation in order to provide an opportunity for these subcontractors to become pre-qualified.

- e. The Construction Manager shall obtain bids from subcontractors and suppliers and after analyzing such bids, shall deliver to the Owner and Engineer(s) a summary of all bids received for review. Additionally, if requested by the Owner, the Construction Manager shall deliver copies of all bids received to the Owner and Engineer(s) for their review. The Owner shall then determine, with the advice of the Construction Manager and Engineer(s), which bids shall be accepted.
 - f. Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager.
- 4. The Guaranteed Maximum Price proposal shall be itemized for each division of work and for each project, with subtotals given for each project indicated in Article 1. It shall be assumed for the purposes of development of the Guaranteed Maximum Price that the projects indicated in Article 1 will be sequenced to occur as a single effort.
 - 5. The Construction Manager shall refer to Paragraph SC 7.09 of the Supplementary Conditions regarding the Owner's tax-exempt status.
 - 6. The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
 - a. A list of the Drawings, Specifications, Addenda, and other Contract Documents used in preparation of the Guaranteed Maximum Price proposal.
 - b. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Paragraph 4.02.K.2 to supplement the information provided by the Owner and contained in the Drawings and Specifications. All such clarifications and assumptions shall take precedence over the Engineers' documents used to establish the Guaranteed Maximum Price only to the extent they are clearly annotated in writing and submitted to the Owner and Engineer, and subsequently approved in writing by the Owner.
 - c. The anticipated date of Substantial Completion and Final Completion upon which the proposed Guaranteed Maximum Price is based.
 - d. The date by which the Owner must accept the Guaranteed Maximum Price.
 - 7. The Construction Manager shall meet with the Owner and Engineers to review the Guaranteed Maximum Price proposal. In the event that the Owner or Engineer(s) discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

8. If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing on or before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which will be provided to the Engineer(s). The Guaranteed Maximum Price Amendment shall set forth the agreed-upon Guaranteed Maximum Price and information and assumptions upon which it is based, including Contract Time.

4.03 *Construction Phase*

The Construction Phase shall commence upon written Notice to Proceed from the Owner following execution of the Guaranteed Maximum Price Amendment. The Construction Manager shall not incur any costs related to construction of the Work or the Guaranteed Maximum price prior to the Notice to Proceed unless the Owner provides written authorization for such costs.

- A. The Construction Manager shall provide all services required for the complete management and performance of construction of the Project as set forth in Article 7 of the General Conditions and as amended by the Supplementary Conditions.
- B. The Owner shall authorize the Engineer to provide revisions to the Contract Documents to incorporate the agreed-upon clarifications and assumptions contained in the Guaranteed Maximum Price Amendment and to complete the design as referenced in Paragraph 4.02.K.2.a. The Owner shall promptly furnish the revised Drawings and Specifications to the Construction Manager upon completion.
 1. The Construction Manager shall notify the Owner and Engineer of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Contract Documents.
 2. If the inconsistencies affect the Guaranteed Maximum Price or the Contract Time, the Construction Manager shall follow Articles 11 and 13 of the General Conditions.
- C. The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work.
 1. Meetings shall be held on-site on a biweekly basis with Owner's representatives, Construction Manager's superintendent, and the Resident Project Representative.
 2. Meetings shall be held monthly with Construction Manager's project manager, Construction Manager's superintendent, Owner's representatives, Resident Project Representative, and Engineer's representatives.
- D. The Construction Manager shall prepare, submit, and maintain a detailed construction schedule as required in Paragraphs SC 2.03.A.1 and 4.04 of the General and Supplementary Conditions identifying sequencing of construction activities and milestones necessary for the completion of the Work within the Contract Times.
- E. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner on a monthly basis.

- 4.04 Paragraph 5.06 of the General Conditions, as amended by the Supplementary Conditions, regarding hazardous environmental conditions at the Site shall apply to both the Preconstruction and Construction Phases.
- 4.05 Paragraph 7.18 of the General Conditions as amended by the Supplementary Conditions, regarding indemnification shall apply to both the Preconstruction and Construction Phases.
- 4.06 Paragraph 7.19 of the General Conditions regarding professional design services shall apply to both the Preconstruction and Construction Phases.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

5.01 The Owner’s responsibilities for the Preconstruction Phase are outlined in Paragraphs 5.02 through 5.04. The Owner’s responsibilities for the Construction Phase are as outlined in Article 9 of the General Conditions.

5.02 Information and Services Required of the Owner

- A. The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, budget with reasonable contingencies, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.
- B. The Owner shall provide access for the Construction Manager to enter public and private property related to the Project and performance of Construction Manager’s obligations under this Agreement.
- C. The Owner shall furnish information identified in Article 5 of the General Conditions that are relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. The Construction Manager’s reliance on such information is as described in the General Conditions.
- D. The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the cost of the Work as estimated by the Construction Manager, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the cost of the Work, the Owner shall notify the Construction Manager and Engineer. The Owner and the Engineer, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.
- E. Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request evidence of financial arrangement in accordance with Article 9.11 of the General Conditions.

5.03 Owner’s Designated Representative

- A. The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or work of the Construction Manager. Except as otherwise provided in Article 10 of the General Conditions, the Engineer does not have such authority. The authority of the Owner’s

authorized representative to make decisions on behalf of the Owner shall be limited to those decisions customarily allowed in the capacity of the representative's position. Certain decisions of the Owner may require action or approval by other staff, commissions, or the governing body of the City of Olathe. The Owner's representative shall not be required to make decisions on matters which the representative is not authorized to make. It is the responsibility of the Owner's representative to determine which action or approval can be made by the Owner's representative or is required to be made by others. The Construction Manager is entitled to rely upon the action or approval provided by the Owner's representative as binding and authorized action or approval.

5.04 *Legal Requirements*

- A. The Owner shall furnish all Owner-related legal, accounting, insurance, and auditing services that may be necessary at any time for completion of the Project. However, in no event shall any Owner-related legal, accounting insurance, and auditing services be provided on behalf of the Construction Manager providing such services to the Owner, nor shall the Construction Manager serve any other role than as an independent contractor of the Owner.

ARTICLE 6 – ENGINEER

6.01 The Project has will be designed by Burns & McDonnell Engineering Company, Inc.

6.02 The Owner shall retain Burns & McDonnell Engineering Company, Inc. (“Engineer”) to act as Owner’s representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work of their respective projects in accordance with the Contract Documents.

ARTICLE 7 – COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

7.01 *Compensation*

- A. The Owner shall pay the Construction Manager a fixed lump sum amount, including all reimbursable expenses, not to exceed \$ 40,000.00 for Preconstruction Phase Services.
- B. The fee is based on completion of the Preconstruction Phase services, the services of which are described in Paragraph 4.02 of this Agreement.
- C. Reimbursable expenses must be authorized by the Owner in writing in advance and may include: expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel, long-distance communications, expenses of printing and reproductions, postage and facsimile transmissions, expenses of renderings and models requested by the Owner, and other costs as authorized by the Owner in writing.
- D. If the Owner authorizes by an amendment to the Agreement, Preconstruction Phase services in addition to the services outlined in Paragraph 4.02 of this Agreement, the Construction Manager’s compensation for Preconstruction Services shall be adjusted by Amendment for any additional services provided by the Construction Manager based upon the actual hours incurred by the Construction Manager’s staff multiplied by the hourly rates for the staff as shown in the Construction Manager’s hourly rate schedule of Exhibit B.

7.02 *Payments*

- A. The Construction Manager may bill the Owner monthly for completed Preconstruction Services and reimbursable expenses. The invoice submitted by the Construction Manager must itemize the services and reimbursable expenses for which payment is requested.
- B. Owner agrees to pay the Construction Manager within thirty (30) days.

ARTICLE 8 – COMPENSATION FOR CONSTRUCTION PHASE SERVICES

8.01 Contract Price

- A. The Owner shall pay the Construction Manager for completion of the Work as described in Paragraph 4.03 and in accordance with the Contract Documents in current funds. The Owner and Construction Manager agree the amount of the Contract Price will be identified in the Guaranteed Maximum Price amendment.
- B. The Construction Manager guarantees that the Contract Price shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time by Change Order. To the extent the cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
- C. The Guaranteed Maximum Price, Substantial Completion Date, and Final Completion Date are subject to additions and deductions by Change Order as provided in the General Conditions.

8.02 Construction Manager's Fee

- A. The Construction Manager's fee shall be computed based upon the cost of the Work, as defined in Article 13 of the General Conditions, multiplied by **5.75%**.
- B. The Owner and Construction Manager agree the amount of the Construction Manager's fee will be computed at the time the Guaranteed Maximum Price is developed and the amount will be identified in the Guaranteed Maximum Price Amendment.
- C. The fee shall be identified in the Schedule of Values, earned as work progresses, and billed monthly as part of the Construction Manager's Applications for Payment.

8.03 General Conditions

- A. The cost of general conditions shall be computed based upon the cost of the Work, as defined in Article 13 of the General Conditions, multiplied by **7.5% or otherwise to be negotiated at time of GMP.**
- B. General conditions cost elements include: payroll costs and other compensation of Construction Manager's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety manager, engineers, architects, estimators, attorneys, auditors, accountants, clerical, purchasing and contracting agents, timekeepers, clerks, information technology, and other principal and branch office staff; expenses of Construction Manager's principal and branch offices other than the Construction Manager's office at the Site; field office and expenses including office furniture, equipment and supplies, temporary utilities, computers, software, telephones, and fax; printing and plan reproduction; postage, express mail, and messenger service; on-Site and off-Site staff

vehicles and transportation costs; project staff sustenance cost; job meeting materials; first aid supplies; royalties; general protection and safety; including temporary construction fence, barricades, lights, traffic control, and other devices; winter weather protection and heating; temporary toilets; general light duty tools and supplies of the Construction Manager; general construction photographs; project sign; routine cleanup; final cleanup; operation and maintenance manuals and materials; and warranty inspections and coordination.

- C. The Owner and Construction Manager agree the amount of general conditions will be computed at the time the Guaranteed Maximum Price is developed and the amount will be identified in the Guaranteed Maximum Price Amendment.
- D. The cost shall be identified in the Schedule of Values, earned as work progresses, and billed monthly as part of the Construction Manager's Application for Payment.

8.04 *Bonds and Insurance*

- A. The cost of bonds and insurance provided by the Construction Manager shall be computed at the following rates: Insurance at **0.70%**; Bonds at **0.80%**.
 - 1. The Owner and Construction Manager agree the amount of bonds and insurance will be computed at the time the Guaranteed Maximum Price is developed and the amount will be identified in the Guaranteed Maximum Price Amendment.
 - 2. The cost shall be identified in the Schedule of Values and may be billed when the cost is incurred as part of the Construction Manager's Application for Payment.

8.05 *Changes in the Work*

- A. The Contract Documents may be amended or supplemented as provided for in the General Conditions.
- B. Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price amendment may be determined in accordance with Articles 11 and 13 of the General Conditions.
- C. For changes in the Work that either increase or decrease the Guaranteed Maximum Price, the Construction Manager's fee shall be equitably adjusted at the rate identified in Paragraph 8.02.
- D. For changes in the Work that either increase or decrease the Guaranteed Maximum Price, the cost of general conditions shall be equitably adjusted at the rate identified in Paragraph 8.03.
- E. For changes in the Work that either increase or decrease the Guaranteed Maximum Price, the cost of bonds and insurance shall be equitably adjusted at the rates identified in Paragraph 8.04.
- F. For changes in the Work of subcontracts that either increase or decrease the Guaranteed Maximum Price, the Subcontractor's fee shall be determined in accordance with Article 11 of the General Conditions and the Construction Manager's fee shall be equitably adjusted at the rate identified in Paragraph 8.02.

8.06 *Progress Payments*

- A. Construction Manager shall submit Applications for Payment in accordance with Article 15 of the General Conditions except where modified herein. Applications for Payment will be processed as provided in the General Conditions.
 - 1. The format of the progress payments will be as set forth by the Owner.
 - 2. The period covered by each Application for Payment shall be a minimum of four (4) weeks.
 - 3. The Owner will provide the Construction Manager with a schedule identifying dates established by the Owner for the issuance of progress payments. The Owner, Engineer, and Construction Manager will review this schedule and develop a project specific schedule identifying dates for the submittal and review of the Construction Manager's Applications for Payment and the Owner's subsequent payment to the Construction Manager.
 - 4. The Application for Payment shall be deducted by the shortfall, if any, indicated by the Construction Manager in the documentation required by Paragraph 8.08.A to substantiate prior Applications for Payment, or resulting from error subsequently discovered by the Owner's auditors in such documentation.
 - 5. The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors.
- B. Owner shall make progress payments on account of the Contract Price on the basis of Construction Manager's Applications for Payment as provided in the schedule referenced in Paragraph 8.06.A.3, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95%** of Work completed (with the balance being retainage) and
 - b. **95%** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Construction Manager to **97%** of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

8.07 *Final Payment*

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

8.08 *Accounting Records and Auditing*

- A. With each Application for Payment, the Construction Manager shall be prepared to make available to the Owner but not submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.
- B. The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda, and other data relating to the Contract. The Construction Manager shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law.
- C. The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days of delivery of the final accounting to the Owner by the Construction Manager. Based upon such cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting and provided the conditions of Paragraph SC 15.06.A of the Supplementary Conditions have been met, the Engineer will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate of Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Engineer's reasons for withholding certificate as provided in Paragraph 15.01.C of the General Conditions. The Engineer is not responsible for verifying the accuracy of the Construction Manager's final accounting.
- D. If the Owner's auditors report the cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount pursuant to Paragraph 12.01.D of the General Conditions. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Engineer's final Certificate for Payment. Failure to request mediation within this period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Engineer's final Certificate for Payment.

ARTICLE 9 – INTEREST

- 9.01 All amounts not paid when due shall bear interest at the rate prescribed under K.S.A. 16–1901 et seq., and any amendments thereto.

ARTICLE 10 – BONDS AND INSURANCE

10.01 Bonds

- A. The Construction Manager shall furnish a Performance and Maintenance Bond and a Statutory Bond as required in the General Conditions and Supplementary Conditions. The amount of each bond shall be equal to one hundred percent (100%) of the Guaranteed Maximum Price.
- B. The Construction Manager shall deliver the required bonds to the Owner no later than ten (10) days after the Owner's approval of the Guaranteed Maximum Price Amendment. In no case shall the Construction Manager commence Work at the project site until such time as the bonds have been received and approved by Owner.

10.02 Insurance

- A. The Construction Manager shall be required to maintain and carry in force for all phases of the Contract insurance coverage of the types and meeting or exceeding the minimum coverage amounts identified in the General Conditions and Supplementary Conditions.

ARTICLE 11 – ARTICLE 11 – DISPUTE RESOLUTION

- 11.01 Any Claim between Owner and Construction Manager for all phases of the Contract shall be resolved in accordance with Articles 12 and 17 of the General Conditions.

ARTICLE 12 – TERMINATION OR SUSPENSION

- 12.01 Article 16 of the General Conditions shall apply to all phases of the Project, except where modified herein.

12.02 Termination During Preconstruction Phase

- A. Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven (7) days of written notice to the Construction Manager for the Owner's convenience and without cause.
- B. In the event of a termination of this Agreement pursuant to Paragraph 12.02.A, the Construction Manager shall be compensated for all Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Paragraph exceed the compensation set forth in Paragraph 7.01.A of this Agreement.
- C. If the Owner terminates the Contract pursuant to Paragraph 12.02.A and Owner has authorized in writing pursuant to Paragraph 4.03 for Construction Manager to incur costs associated with the cost of the Work prior to the commencement of the Construction Phase, the Owner shall pay to the Construction Manager the cost of the Work incurred by the Construction Manager to the date of termination and the Construction Manager's fee, general conditions, bonds and insurance as outlined in Paragraphs 8.02, 8.03, and 8.04. In this case, all other provisions of Article 16 of the General Conditions shall apply.

12.03 Termination During Construction Phase

- A. Following execution of the Guaranteed Maximum Price Amendment, the Contract may be terminated as provided in Article 16 of the General Conditions, subject to the provisions herein.
- B. If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Paragraph 16.02 of the General Conditions, as amended by the Supplementary Conditions, shall not exceed the amount of the Cost of the Work incurred by the Construction Manager to the date of termination and the Construction Manager's fee, general conditions, bonds and insurance as outlined in Paragraphs 8.02, 8.03, and 8.04. In this case, all other provisions of Article 16 of the General Conditions shall apply.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Titles, Subheads, and Capitalization

- A. Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capital shall have no legal bearing on the interpretation of such terms.

13.03 Ownership and Use of Documents

- A. The Engineer(s) and their respective subconsultants shall be deemed the authors and owners of their respective technical documents including Drawings and Specifications. Provided all payments have been made to Engineer in accordance with its agreement with Owner, the technical documents are the Owner's exclusive property. The Owner owns all copyrights in and to the technical documents. The Construction Manager, Subcontractors, and material or equipment suppliers shall not own or claim a copyright in the technical documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights.

13.04 Assignment of Contract

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

13.05 Successors and Assigns

- A. Owner and Construction Manager each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other

party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.06 *Related Party Transactions*

- A. For the purposes of this paragraph, the term “related party” shall mean a parent, subsidiary, affiliate, or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.
- B. If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or services from the related party, as Subcontractor, according to the terms of the Agreement and General Conditions. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of the Agreement and General Conditions.

13.07 *Severability*

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

13.08 *No Third Party Beneficiaries*

- A. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

13.09 *Independent Contractor*

- A. The Construction Manager is an independent contractor and as such is not an agent or employee of the City of Olathe, Kansas.

13.10 *Affirmative Action/Other Laws*

- A. Construction Manager shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry, or age;
- B. During the performance of this Agreement, the Construction Manager agrees that:

1. In all solicitations or advertisements for employees, the Construction Manager shall include the phrase, "equal opportunity employer," or similar phrase to be approved by the commission;
 2. If the Construction Manager fails to comply with the manner in which the Construction Manager reports to the commission in accordance with the provisions of K.S.A. 44- 1031 and amendments thereto, the Construction Manager shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the Owner without penalty;
 3. If the Construction Manager is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Construction Manager shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency; and
 4. The Construction Manager shall include the provision of this Paragraph 13.10 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- C. The provisions of this paragraph shall not apply to a contract entered into by the Owner with Construction Manager if:
1. Construction Manager employs fewer than four employees during the term of such contract; or
 2. Construction Manager's contract with the Owner totals \$10,000 or less in aggregate.
- D. The Construction Manager further agrees and acknowledges that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state, and local laws, ordinances, and regulations applicable to this project and to furnish any certification required by any federal, state, or local governmental agency in connection therewith.

13.11 *Construction Manager's Certifications*

- A. Construction Manager certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.11:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Construction Manager have signed this Amendment to the Agreement.

OWNER:

City of Olathe, Kansas

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 768

Olathe, KS 66051

CONSTRUCTION MANAGER:

Garney Companies, Inc.

By:  _____

Title: Executive Vice President

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

Attest:  _____

Title: Assistant Corporate Secretary

Address for giving notices:

1700 Swift Street

North Kansas City, MO 64116

License No.: _____

(where applicable)

Agent for service of process:



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

Approved as to form:

City Attorney or Deputy/Assistant City Attorney



**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF
GARNEY COMPANIES, INC.**

The undersigned, Michael D. Strong, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Board of Directors of the Company on the 4th day of June, 2024 and that such resolution is now in full force and effect:

RESOLVED: That the following individuals listed below

David R. Burkhart	CEO
Daniel C. Kling	CFO
Matthew T. Foster	President – Pipe Operations
Matthew W. Reaves	President – Plant Operations
Scott J. Reuter	Executive Vice President
Jordan S. Carrier	Executive Vice President
Wayne A. O’Brien	Executive Vice President
William D. Williams	Executive Vice President
Thomas J. Roberts	Vice President
Jeffrey P. Seal	Vice President
Gregory K. Harris	Vice President
Michael D. Strong	Secretary
Natalie R. Dees	Assistant Secretary
Michael Joel Heimbuck	Director – Plant West
Patrick S. Vidonish	Director – Plant Central
Eric C. Wagner	Director – Southeast
Chip J. LaBonte	Director – Mid Atlantic/Carolinas
Ronald Daniel Eckdahl	Director – Plant California
Keith M. Lemaster	Director – Pipe West
William G. Poczekaj	Director – Pipe Southeast

are hereby granted the authority incident thereto as set forth in the bylaws of the Corporation and Missouri state law, including the power and authority to act on behalf of the Corporation and execute and deliver such contracts, agreement or other documents on behalf of the Corporation consistent with such grant of authority.

IN WITNESS WHEREOF, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 4th day of June, 2024.





Michael D. Strong, Corporate Secretary

Exhibit A

CONSTRUCTION MANAGER COST PROPOSAL Super Critical Water Oxidation Pilot PROJECT No. 1-C-019-25

This Cost Proposal must be completed and submitted to the Evaluation Committee in an opaque, sealed envelope at the beginning of the interview.

The City of Olathe estimates the cost of construction of the project to be \$5,500,000.00, inclusive of preconstruction costs, general conditions, bonds, insurance, and construction manager fee. Prospective Construction Managers shall consider this estimated construction cost when determining their costs for general conditions, bonds, insurance, and construction manager fee.

Prospective Construction Managers submitting a proposal shall submit a fixed cost for preconstruction services. For general conditions (**provide percentage but this fee will be negotiated at time of GMP**), bonds, insurance, and the construction manager fee, prospective Construction Managers shall identify a percent fee for each of these items and also calculate the cost of these items by multiplying the estimated cost of construction as specified by the percent fee submitted. Candidates shall tabulate all costs and identify the total cost of the proposal where indicated.

1. PRECONSTRUCTION PHASE SERVICES				\$ 40,000.00	
					Cost
2. GENERAL CONDITIONS	<u>\$ 5,500,000.00</u>	X	<u>7.5</u> %	= \$ <u>412,500.00</u>	
	Estimated Cost		Percent		Cost
3. BONDS	<u>\$ 5,500,000.00</u>	X	<u>0.80</u> %	= \$ <u>44,000.00</u>	
	Estimated Cost		Percent		Cost
4. INSURANCE	<u>\$ 5,500,000.00</u>	X	<u>0.70</u> %	= \$ <u>38,500.00</u>	
	Estimated Cost		Percent		Cost
5. CONSTRUCTION MANAGER FEE	<u>\$ 5,500,000.00</u>	X	<u>5.75</u> %	= \$ <u>316,250.00</u>	
	Estimated Cost		Percent		Cost

Total Cost Proposal (Items 1 and 3 - 5 Above)	\$ 438,750.00
--	----------------------

CLARIFICATIONS

1. **PRECONSTRUCTION COSTS** - If contracted by the Owner for preconstruction phase services for this project, the Construction Manager agrees to participate in all project meetings commencing with the project kick-off meeting with the City and Design Engineer. The Construction Manager agrees to provide services prior to construction commencement, provide an initial cost estimate, provide cost estimating services for project changes, scheduling services, value engineering, constructability reviews, development of a GMP (or multiple GMP's, depending on construction phasing and lead times), and related services as generally outlined in the Request for Qualifications issued for this project and in the agreement. The fixed fee for preconstruction services is inclusive of all incidental and direct expenses including but not limited to all salaries and wages, office expenses, equipment, transportation and travel, sustenance, reproduction, postage and messenger service, etc. It is anticipated preconstruction services

will be approximately 180 days in duration. Services are anticipated to begin in May 2024 after approval of the construction management agreement, concluding in February 2025 with approval of the GMP if authorized by the Owner. Should the Owner not authorize the Construction Manager to proceed with construction, the fee quoted for preconstruction services is the maximum amount the Owner is liable to the Construction Manager.

2. **GENERAL CONDITIONS** - If contracted by the Owner for construction phase services, the percent value submitted above for the general conditions cost will be the value used in calculations to determine the final fixed cost for general conditions at the time of development of the GMP. The percent and cost submitted shall be inclusive of all items specified in the General Conditions Cost Elements Schedule included in Appendix G of the RFQ issued for the project.

3. **BONDS AND INSURANCE** - If contracted by the Owner for construction phase services, the percent value submitted above for the cost of bonds will be the value used in calculations to determine the final fixed cost for bonds at the time of development of the GMP. The percent and cost submitted shall be inclusive to provide the bonds as documented in the Request for Qualifications issued for the project.

4. **INSURANCE** - If contracted by the Owner for construction phase services, the percent value submitted above for the cost of insurance will be the value used in calculations to determine the final fixed cost for insurance at the time of development of the GMP. The percent and cost submitted shall be inclusive to provide the insurance as documented in the Request for Qualifications issued for the project.

5. **CONSTRUCTION MANAGER FEE** - If contracted by the Owner for construction phase services, the Construction Manager will execute the work and be reimbursed for the actual cost of the work as specified in the agreement between the Owner and Construction Manager, along with costs for general conditions, bonds, and insurance as described above, and a Construction Manager's Fee. The percent value submitted above for the Construction Manager Fee will be the value used in calculations to determine the final cost of the Construction Manager's Fee at the time of development of the GMP.

6. **PERMITS AND FEES** – Fees for building permits, Olathe System Development Fees, and dumpster rental and dumping fees will be paid directly by the City of Olathe and shall not be included in the cost of general conditions. All other permits and fees shall be paid by the Construction Manager.

7. **QUALIFICATIONS AND CLARIFICATIONS** – Do not attach qualification or clarification statements to this proposal. Qualifications, clarifications, and discrepancies will be identified during the negotiation phase.

This Cost Proposal is hereby submitted to the City of Olathe, Kansas on this 11th day of March, 2025 by:

Firm Name:

Garney Companies, Inc.

Authorized Representative Signature:

Printed Name:

Scott J. Reuter

Title:

Executive Vice President - Plant East

Street Address:

1700 Swift Street

City, State, Zip Code:

North Kansas City, MO 64116

Telephone Number:

(407) 395-7616

State of Incorporation:

Missouri

Tax I.D. Number:

44-0658613

Exhibit B

CONSTRUCTION MANAGER'S HOURLY RATE SCHEDULE

Exhibit C



*****For completion by bid finalists ONLY*****

When selected as the successful bidder for a contract with the City of Olathe, the Contracting Company, Firm or Agency will submit the following information in accordance with the requirements of the Municipal Code. All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. This questionnaire must be notarized. Misrepresentation of fact will disqualify the bidder. Please e-mail the completed Questionnaire separately to your Olathe contract liaison if you are selected as a bid finalist. If you have already completed this questionnaire or received Compliance Certification after August 2017, you do not need to resubmit these forms unless there have been significant changes to your ownership and/or business practices. Instead, please submit the date and project number and project description related to your submission of these form. For questions, please contact the Office of Community Relations at (913) 971-8827.

Name of Contracting Company, Firm or Agency:

Garney Companies, Inc.

Name of your Equal Employment Officer or designated contact person:

Joey Perell

Address: 1700 Swift Street

City: North Kansas City State: Missouri Zip: 64116

Contact Person's Phone: (816) 813-5890

Email: jperell@garney.com

Type of Company, Firm or Agency: General Contractor

Name of Company, Firm or Agency President: Garney Companies, Inc.

I certify that that my company:

1. Does not discriminate, will not discriminate, and has never discriminated against any employee or applicant for employment because of Race, Religion, Color, Sex, Age, Disability, National Origin or Ancestry.

Yes No

If No, explain

2. Will adhere to Local, State, and Federal laws and mandates; and will adhere to Affirmative Action/Equal Opportunity in all its employment procedures including advertising, recruiting, hiring, training, promotions and upgrading.

Yes No

If No, explain

3. Will require that any subcontractor my company hires for any work for the City comply with these non-discrimination policies.

Yes No

If No, explain

I understand that an act of discrimination is a breach contract with the City. I also understand that the Community Relations Manager or designee is authorized to initiate investigations, receive discrimination complaints, and refer them to the Olathe Human Relations Commission on an ongoing basis. An Act of discrimination or a misleading or a dishonest response to this form may result in the contract being rescinded, terminated, or suspended in whole or in part.

Dated this 11th day of March, 2025.

Firm Name Garney Companies, Inc

Signature of Person Completing Form: 

Print Name Scott J. Reuter

Title Executive Vice President - Plant East

Email sreuter@garney.com Phone (407) 395-7616

To be completed by a Notary Public:

State of Missouri

(County) of Clay

Signed and sworn to (or affirmed) before me on March 11, 2025 by _____

(Seal)




(Signature of notarial officer)

Admin Coordinator
Title (and Rank)
[My appointment expires: 9/26/27]

Exhibit D

CERTIFICATE OF GOOD STANDING TO CONDUCT BUSINESS IN KANSAS

Business Search ?

The business name or identification number on file with the Secretary of State.

By business name By Kansas Secretary of State Business ID By current resident agent name

Garney Construction

Contains Starts With

Search

Return To Search Results

General Information

[View Documents](#)

Business ID

7025497 [Purchase Certified Copies](#)

Business Name

GARNEY COMPANIES, INC.

Type

Foreign For-Profit Corporation

Formation Date

05/31/1962

Jurisdiction

Missouri

Status

Active and in Good Standing

[Purchase Certificate of Good Standing](#)

Principal Office

Address

1700 Swift St Suite 200 [Update Online](#)

City, State Zip

North Kansas City, MO 64116

Country

United States of America

Resident Agent Name

INCORP SERVICES, INC.

Registered Office

Address

534 S Kansas Ave. Suite 1000

City, State Zip

TOPEKA, KS 666033456

Last Reporting Year

2024

Next Report Due Date

04/15/2026



Exhibit E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293 GARNCOM-02	CONTACT NAME: PHONE (A/C. No. Ext): 415-391-1500 FAX (A/C. No.): 415-391-1882 E-MAIL ADDRESS: CertRequests@ajg.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER D: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER E: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: Berkley Assurance Company	39462	INSURER D: XL Insurance America, Inc.	24554	INSURER E: Starr Indemnity & Liability Company	38318	INSURER F:
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INSURER E: Starr Indemnity & Liability Company	38318														
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1482452802 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2641426942724	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2641426942714	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	US00143952L124A 1000588640241	10/1/2024 10/1/2024	10/1/2025 10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Each Occ/Aggregate \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA264D426942734	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Inland Marine Professional Liability Pollution Liability	Y	Y Y	QT6301L164501TL24 PCADB50260061024	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Leased/Rented Equip. \$3,000,000 Ea. Claim-Occ./Agg. \$10,000,000 Ea. Claim-Occ./Agg. \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Super Critical Water Oxidation Pilot Project Number 1-C-019-25
 ADDITIONAL INSURED(S): City of Olathe, Kansas, Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Olathe, Kansas
 P.O. Box 768
 Olathe KS 66051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Designation Of Premises (Part Leased To You):

Where required by contract or written agreement, prior to an "occurrence" or offense, to provide additional insured status

Name Of Person(s) Or Organization(s) (Additional Insured):

All person(s) or organization(s) leasing premises to you where required by written contract or agreement entered into prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

9. "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another

party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

SCHEDULE

Scheduled Railroad:

Any railroad for which you are performing operations and for which no Railroad Protective Liability Policy has been purchased for the railroad by you, or any railroad for which "your work" has been completed or put to its intended use.

Designated Job Site:

All jobsites.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Where required by contract or written agreement, prior to an "occurrence" or offense, to provide additional insured status

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations leasing equipment to you.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule below:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule below.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule below:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

SCHEDULE

Designated Location(s):

All locations with a total aggregate for all construction locations of \$20,000,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
<p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2641426942714
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, District of Columbia, Georgia, Indiana, Kansas, New Mexico, Oklahoma, South Carolina, Tennessee, Vermont and West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of Florida, Iowa, Maryland, Mississippi, and Nebraska, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA264D426942734 Effective Date Premium \$

Issued to Garney Companies, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250 per policy

<u>Person or Organization</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA264D426942734 Effective Date Premium \$

Issued to Garney Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

COMMERCIAL INLAND MARINE

their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

Affirmation of Automatic Additional Insured Status & Primary/Non-Contributory Applicability under Coverage C and Waiver of Subrogation Endorsement

In consideration of the premium paid, it is understood and agreed that Item 5. of Section IV.O. is deleted in its entirety and replaced with the following:

- 5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured (including those listed in Table A, below) on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or

Solely as respects the coverage provided within this Endorsement, Section V.L. shall be deleted in its entirety and replaced with the following:

- L. **First Party Claims** or **Claims** made by any **Insured** against any other **Insured**. However, this Exclusion shall not apply as respects **Claims** made by any entity or person only qualifying as an **Insured** under Paragraph 5. of the Definition of **Insured** in this Policy.

Solely as respects the coverage provided within this Endorsement, Section XI.C. Subrogation shall be deleted in its entirety and replaced with the following:

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim**, against any of the following that is not a **Responsible Entity**: your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your participation is insured under Definition O.4. of this Policy.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

Solely as respects the coverage provided within this Endorsement, Section XI.M. Other Insurance shall be deleted in its entirety and replaced with the following:

M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Garney Holding Company Effective	Policy Number PCADB50260061024
Date of This Endorsement 10/1/2024	Authorized Representative

Exhibit F



November 21, 2024

The City of Olathe, KS
Infrastructure Department
1385 S. Robinson Drive
Olathe, Kansas 66601

Re: Garney Companies, Inc.
RFQ - CMAR - CEDAR CREEK WWTP EXPANSION PHASE II; SOLIDS HANDLING
REHABILITATION; AND SUPER CRITICAL WATER OXIDATION PILOT
PROJECT NO. 1-C-013-25; 1-C-025-25; AND 1-C-019-25

To Whom It May Concern:

In connection with the requirements of your Request for Qualifications, Proposal concerning Garney Companies, Inc.'s bond program, we are pleased to respond in that regard.

Bonds have been written on a co-surety basis by The Continental Insurance Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies, since 2006. A.M. Best currently rates The Continental Insurance Company "A", Class Size XV, and Liberty Mutual Insurance Company "A", Class Size XV. The Continental Insurance Company and Liberty Mutual Insurance Company are approved for federal projects as provided for in the current online edition of the Department of the Treasury – Circular 570 with underwriting limitations of \$1,102,445,000 and \$1,897,231,000 respectively. Both The Continental Insurance Company and Liberty Mutual Insurance Company are licensed to write bonds in all 50 states.

The largest project bonded by the sureties on behalf of Garney Companies, Inc., totaled \$700,000,000. The sureties have committed a \$6,000,000,000 aggregate cost to complete program. At present, approximately \$4,000,000,000 of this facility remains available for use.

Garney Companies, Inc. enjoys a national reputation as one of the premier contractors performing sewer and water line work, with particular expertise in large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. At no time during our history with the account have they been refused a bond nor have there been any bond claims. Garney Companies, Inc. remains an account in good standing.

Should Garney Companies, Inc., be awarded this contract and requests that we provide the necessary Performance and/or Payment, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration of issuance of bonds is a matter solely between Garney Companies, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Brian Cooper, Managing Director, of Arthur J. Gallagher Risk Management Services LLC, located at 595 Market Street, Suite 2100, San Francisco, CA 94105 - Telephone (415) 288-1620

The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60606
(312) 822-5000

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(617) 357-9500

By: 
K. Zerounian, Attorney-in-Fact

By: 
K. Zerounian, Attorney-in-Fact



Exhibit G

NONCOLLUSIVE AFFIDAVIT OF PRIME BIDDER

STATE OF Missouri)

) ss.

COUNTY OF Clay County)

Scott J. Reuter, being first duly sworn, deposes and states that:

(1) He/she is Officer (owner, partner, officer, representative or agent) of Garney Companies, Inc., (company) the bidder having submitted the attached bid;(2) He/she is fully informed of the contents of the attached bid and of all the circumstances surrounding the preparation of such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees, or parties interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to:

- (a) submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted;
- (b) refrain from bidding in connection with such contract;
- (c) fix the price or prices in the attached bid, or the price or prices of any other bidder;
- (d) fix any overhead, profit, or cost element of the bid price, or the bid prices of any other bid;
- (e) secure an unlawful advantage against the City of Olathe, Kansas, or any person interested in the proposed contract.

(5) The price or prices quoted in the attached bid are fair and proper and not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties interest, including this affiant.

By [Signature]

Title Executive Vice President - Plant East

Subscribed to and sworn to before me, the undersigned, a Notary Public, this 11th day of March, 2025.

(Seal)

[Signature]

Notary Public

My Commission Expires: 9/26/27

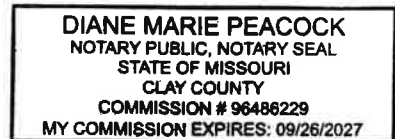


Exhibit H

SRF Provisions in Construction Contract (BABA requirements)

KDHE SRF CONTRACT PROVISIONS

**KDHE SRF Forms and Certifications
(Must be submitted with Bids)**

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Olathe

CONTRACTOR'S
SIGNATURE _____

TITLE _____

SRF PROJECT NO. 3116-01

DATE _____

Demonstration of Compliance with DBE Good Faith Efforts Worksheet

Project Name Super Critical Water Oxidation

SRF Project No. 3116-01

Prime Contract Bidder/Engineering Firm _____

Address _____

Contact Person: _____ Telephone No. _____

The following DBE firms were made aware of subcontracting/supplier opportunities related to the project listed above.

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone M a i l Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone M a i l Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone M a i l Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone M a i l Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

Comments _____

Prepared By: _____

Date: _____

(Use additional copies of this sheet if needed)

3116 01
KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sabrina Parker, Water + Sewer Manager

Typed Name & Title of Authorized Representative

Sabrina Parker 10-14-24

Signature and Date of Authorized Representative

Build America Buy America Certification

1. Identification of American-made iron and steel products, manufactured products, and construction materials: The Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel products, manufactured products, and construction materials for every component contained in the bid solicitation where such American-made components are required.
2. Verification of U.S. Production: If this bid is accepted, the Bidder agrees that it will provide, to the Owner, reasonable, sufficient, and timely verification of the U.S. production of each iron and steel product, manufactured product, and construction material incorporated into the project.
3. Documentation Regarding Non-American-made Iron and Steel, manufactured products, and construction materials: The Bidder certifies that for any iron or steel product, manufactured product, and construction material that is not American-made but was incorporated in the development of this bid, is allowed by waiver of the U.S. Environmental Protection Agency and such waiver is attached to this certification.

Signature

Date

Name and Title of Signer (Please Print)

Q & A's, Waiver request instructions, and a list of approved waivers can be found at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

KDHE SRF Provisions

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Equal Employment Opportunity

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for right of entry by KDHE

The Contractor shall secure the right of entry to the project site for representatives of the Kansas Department of Health and Environment, so they may have access to the work whenever it is in preparation or progress and also to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examinations, excerpts and transcriptions. Proper facilities and safe conditions must be provided for access and inspections, including advice regarding site safety procedures and programs to allow compliance.

Contract Provisions for Historical and Archeological Deposits

If during the course of construction evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the Kansas Department of Health and Environment and the Executive Director, Kansas State Historical Society, 6425 SW 6th Street, Topeka, Kansas 66615. No further disturbance of the deposits shall ensue until the contractor has

been notified by the owner that he may proceed. The owner will issue a notice to proceed only after the State official has surveyed the find and made a determination to Kansas Department of Health and Environment and the owner. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Contract Provisions for NPDES General Permit Coverage for Discharges of Stormwater Runoff from Construction Activities

The owner or Contractor must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file, and supplemental materials are available on-line on the KDHE Stormwater Web Page at www.kdhe.state.ks.us/stormwater.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Contract Provisions for Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The contractor must insure that the equipment incorporated into the project has not been procured from covered telecommunications equipment as described in Public Law 115-232, section 889. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contract Provisions for Build America Buy America

All of the iron and steel products used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States

All of the manufactured products used in the project must be produced in the United State. This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

All construction materials used in the project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Build American Buy America provision applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Build America Buy America provision apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used

at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

Construction materials covered under the Build America Buy America Provision includes an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives) that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Noncompliance with this provision is only allowed through a waiver issued by the U.S. Environmental Protection Agency. Q&A documents, waiver request instructions, and a list of proposed and approved waivers can be found at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

Davis Bacon Wage Rate Contract Provisions

(1) Minimum wages.

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the

procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans*

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) *Interest*

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) *Withholding requirements*

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph

(a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system

requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH-347](#) will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed

(iii) Contracts, subcontracts, and related documents

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosures and access to workers

The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the **Environmental Protection Agency** if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **EPA, recipient, or subrecipient at any tier, contracting agency**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) is reserved

(6) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and

monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved

(10) Certification of Eligibility

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C.

3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II\(E\)](#). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the [DBRA Requirements for Contractors Under EPA Grants](#).

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. For the purposes of this provision, the terms “laborers and mechanics” include watchpersons and guards.

(b) Contract Work Hours and Safety Standards Act (CWHSSA).

(1) Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for Unpaid Wages and Liquidated Damages

(i) Withholding process.

The EPA, recipient, or subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part

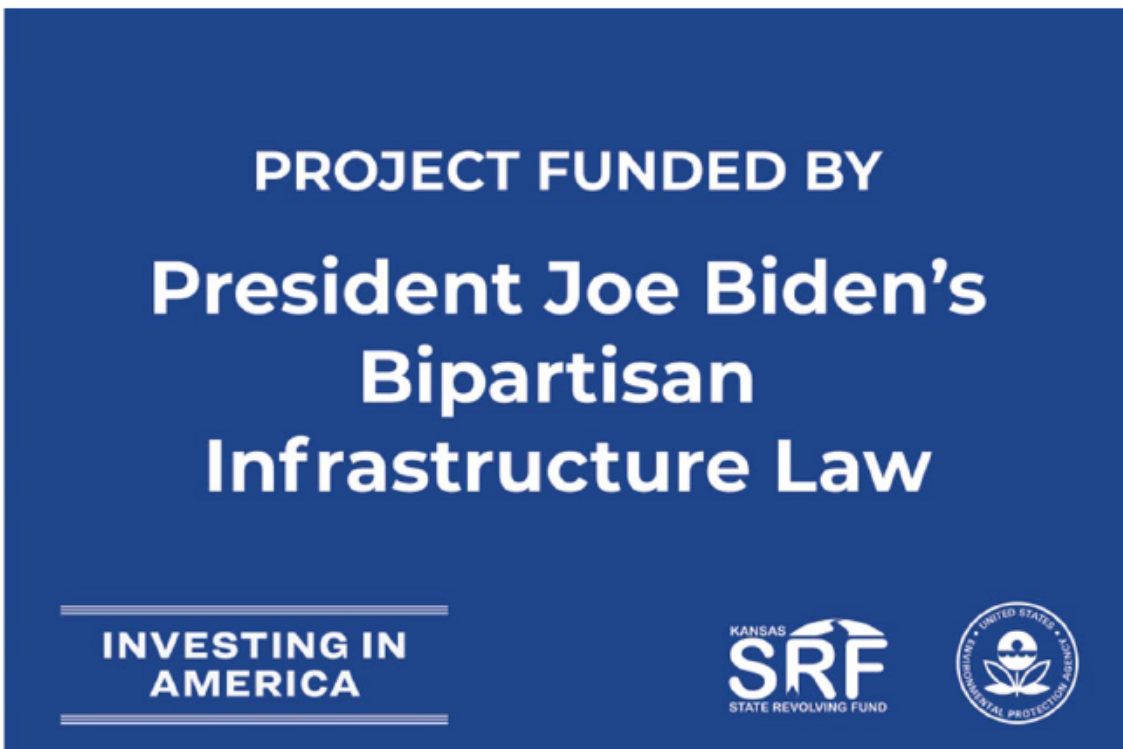
Contract Provisions for Signs

A sign must be placed at construction sites displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law”. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

The sign design must be approved by the Kansas SRF program before placed at the construction site. Draft designs should be submitted to kdhe.kansassrf@ks.gov for review and approval.



Disadvantaged Business Enterprise Contract Provisions

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

A Disadvantaged Business Enterprise (DBE) includes Women's Business Enterprises, (WBE) Minority Business Enterprises (MBE), a Small Business Enterprises (SBE); a Small Business in Rural Area (SBRA); a Labor Surplus Area Firm (LSAF); or a Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

The contractor must also adopt a fair share objective of awarding 4.1/% of the contract amount to Minority Business Enterprises (MBE's) and 6.9% of the contract amount to Women's Business Enterprises (WBE's). This fair share objective is not a quota and the contractor cannot be penalized for failure to meet this objective.

The contractor is required to make the Good Faith Efforts and apply the administrative requirements listed below for any subcontracts.

Good Faith Efforts

1. Ensure DBEs are made aware of subcontracting opportunities to the fullest extent practicable through outreach and recruitment activities.

This step may include sending letters or making other personal contacts with DBEs. DBEs should be contacted when other potential subcontractors/suppliers are contacted, within reasonable time (i.e. minimum of fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

- i. Specific description of the work to be subcontracted or supplies to be purchased;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date the quotation is due to the prime contractor;
 - iv. Name, address, and phone number of the person in the prime contractor's firm whom the prospective DBE subcontractor/supplier should contact for additional information.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

DBE Administrative Requirements

The contractor:

1. Must pay its subcontractor for satisfactory performance not more than 30 days from the prime contractor's receipt of payment.
2. Must notify KDHE in writing prior to termination of a DBE subcontractor for convenience.
3. Must employ the good faith efforts when soliciting a replacement subcontractor, if the original subcontractor fails to complete work for any reason.

Determination of Compliance

If Prime contractors award any subcontracts, they must demonstrate compliance with DBE requirements in order to be deemed responsive prior to contract award. Demonstration of compliance shall include a list of DBE subcontractors contacted and the method used to contact them (the attached Demonstration of Compliance with DBE Good Faith Efforts Worksheet can be used for this purpose).

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB Control Number: 9000-0066
Expiration Date: 5/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. FROM: (REPORTING OFFICE)
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3. CONTRACTOR	4. DATE OF REQUEST
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5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY, AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____	DATED: _____				
a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) (Use reverse or attach additional sheets, if necessary)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">b. WAGE RATE(S)</td> <td style="width:50%; text-align: center;">c. FRINGE BENEFITS PAYMENTS</td> </tr> <tr> <td style="height: 150px;"></td> <td style="height: 150px;"></td> </tr> </table>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS		
b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS				

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
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16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
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TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
 (Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
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PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
 Expires: 12/31/2011

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>				ADDRESS				OMB No.: 1215-0149 Expires: 12/31/2011											
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION				PROJECT OR CONTRACT NO.										
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

– Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

WAGE RATE DETERMINATION

The wage rate determination found on the following pages must be utilized for the duration of the contract. Each class of workers (including workers in subcontracts) must be paid at least the indicated hourly rate and fringe for such class. If worker compensation includes fringe benefits recognized by the U.S. Department of Labor, then verification of payment of these benefits must be made to the Municipality (Owner) with the first submitted payroll report. If worker compensation does not include fringe benefits then workers must be paid the indicated fringe rate in cash.

If a particular class of worker is not listed on the wage rate determination, but is utilized for the project, Standard Form 1444 must be completed by the contractor and submitted to the Municipality (Owner). The U.S. Department of Labor will determine if the wage rate indicated on the submitted Standard Form 1444 is acceptable.

Workers must be paid weekly. Any worker who works more than 40 hours a week must be paid one and one-half times the base pay plus all fringe benefits. Weekly payroll reports shall be submitted to the Municipality (Owner) for every week until the job is complete even if no work is performed.

The Contractor is responsible for all subcontractor compliance and reporting.