

RESOLUTION NO. R-22-38

A RESOLUTION RATIFYING A TIME AND MATERIALS CONTRACT WITH DAVID E. ROSS CONSTRUCTION COMPANY IN THE TOTAL AMOUNT NOT TO EXCEED \$75,000 FOR THE WATER TREATMENT PLANT EAST SECONDARY BASIN EMERGENCY REPAIR PROJECT WP2385.

WHEREAS, the Water Treatment Plant East Secondary Basin is not in service; and

WHEREAS, the Water Treatment Plant East Secondary Basin is a critical component of the treatment process and needs to be repaired in a timely fashion; and

WHEREAS, staff has executed a time and materials contract with David E. Ross Construction Company to make the emergency repair.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with David E. Ross Construction Company for work as outlined in the contract for a total amount not to exceed \$75,000.

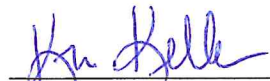
FURTHER, THAT, funds for such purpose are authorized from the Combined Waterworks and Sewerage System Funds.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 11th DAY OF JULY 2022.



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk

June 8, 2022

Tim Nebergall
Public Works Director
City of Gladstone
7010 N Holmes
PO Box 10719
Gladstone, Mo 64118

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

Re: East Secondary Clarifier

Dear Mr. Nebergall,

We recently inspected the reference clarifier in response to a failure of the mechanism involving jamming of the muffler ring at the center column. During our inspection, we performed a scan of the clarifier equipment. We have also been in contact with representatives from Ross Construction who also visited the site and made an inspection.

The secondary clarifiers were installed in 1974 and have been in service for nearly fifty years. The clarifier has a diameter of sixty feet. The equipment is supported by a full length bridge consisting of two MC18 x 42.7 channels. All of the clarifier equipment is supported by the bridge. The cone and muffler ring are stationary, and the center column and scrapers rotate within the cone.

Enclosed with this letter is a view of the scan that shows the deflection of the bridge beams, which is approximately 1.5" to 2" at the center of the beams. The measurements from the scan are similar to measurements made by Ross Construction. Our inspection also showed that three of the scrapers have settled to the floor, the cone has deflected at tie-rod locations, and the upper portion of the cone (approximately 12") has badly deteriorated. The scrapers have previously been trimmed in the past to provide clearance at the floor. There are also sump stirrers attached to the bottom of the column that extend into the hopper in the floor. Full access to the hopper is not possible, but it does not appear that the sump stirrers are touching the sides or bottom of the hopper.

The loads supported by the beams will normally cause the beams to deflect. The measured deflection is roughly equivalent to L/480 to L/360, which would be acceptable for a bridge meant only to provide access. The deflection is excessive for a bridge that supports equipment. Based on catalog information, the center column loading amounts to 44,200 pounds of equipment. The bridge beams by themselves are not capable of supporting such a load. We reached out to Trent Ropp of Ray Lindsey, who handle the WesTech line. WesTech produces what was the U.S. Filter clarifier line. WesTech could not provide design information specific to Gladstone's clarifiers, but was able to tell us that the steel used was likely 36 ksi and that the bridge used a truss design. The attached sketch provides some detail that shows the truss support system. Truss supported equipment dead loads (does not account for live loads) provide a calculated bridge trussed-beam deflection of about 0.62". Full bridge live loads per code could add up to an additional 2.2" of deflection.

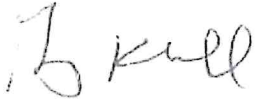
It is our opinion that the bridge beams have further deflected over time due to material loss caused by corrosion. There is some minor material loss of the bridge beams at the connections with the cone, but there appears to be significant loss of the truss rods above the water level (see attached photo of the rod just under the bridge beam). As material loss occurred, deflection increased, the scrapers came into contact with the floor, the muffler ring bound at the center column and the drive chain broke. When the muffler ring became bound, the torque on the cone tie rod connections caused the connecting piping and the cone to deflect.

Page 2 of 5
6/8/2022
Tim Nebergall
City of Gladstone

Our recommendation will be to replace the corroded ends of the four truss rods (about a 6' section) while raising the bridge. We are continuing to coordinate with staff and Ross construction to determine the best means to support the bridge during repairs, along with possible additional means of support.

Please call 816 823-7230 or e-mail me at greg.kendall@lamprynearson.com with any questions.

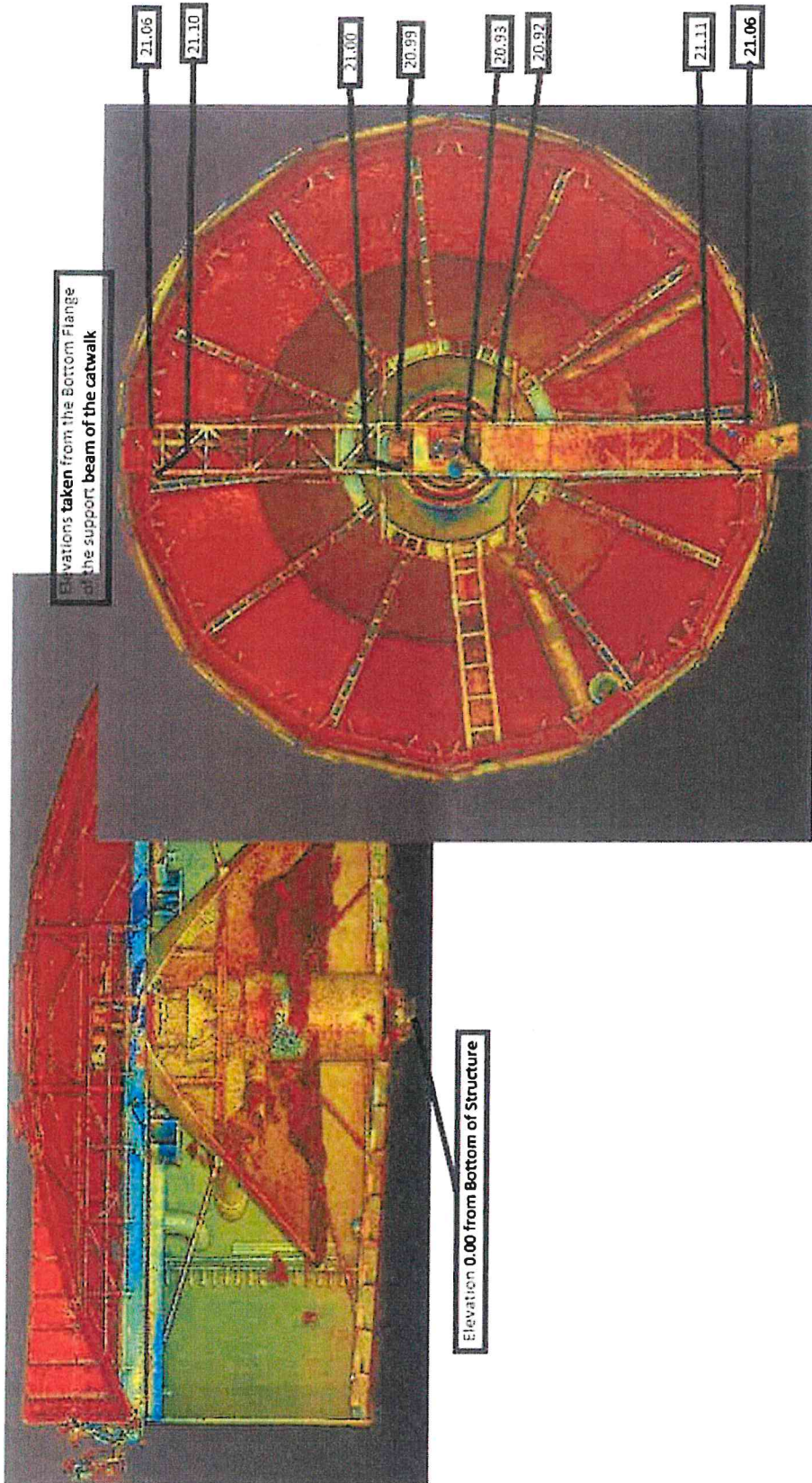
Sincerely



Greg Kendall, P.E.

C: Steve Wescott, City of Gladstone
Steve Query, City of Gladstone
Dan Packard, Packard Engineering







Request for Council Action

RES # R-22-38

BILL # City Clerk Only

ORD # City Clerk Only

Date: 7/1/2022

Department: Public Works

Meeting Date Requested: 7/11/2022

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: Water Treatment Plant East Secondary Basin Emergency Repair, Project WP2385

Background: The Water Treatment Plant East Secondary Basin is currently not in service. The basin scrapers will not rotate and City staff has been working with Lamp-Rynearson to identify the cause of the failure. It appears that a portion of the basin has dropped approximately 2" causing the scrapers to drag on the basin floor. In order to correct the issue, the bridge and basin middle section will need to be raised to their original position using a large crane and the existing structural steel members need to be reinforced. Due to the specialty nature of the work, staff has requested the assistance of David E. Ross Construction Company. A report from Lamp-Rynearson is attached which includes a sketch of the East Secondary Basin.

The East Secondary Basin is a critical part of the treatment process and needs to be placed back in service in a timely fashion. City staff has executed a time and materials contract with David E. Ross Construction Company in the total amount not to exceed \$75,000 to make the repairs. Work on the basin started this week.

Budget Discussion: Funds are available in fund balance in the amount of \$75,000 from CWSS.

Public/Board/Staff Input: Staff is requesting that the City Council ratify the contract with David E. Ross Construction Company in the total amount not to exceed \$75,000 for the Water Treatment Plant East Secondary Basin Emergency Repair.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

SW
City Manager

WP2385
R-22-38

EMERGENCY EAST SECONDARY BASIN REPAIR CONTRACT

THIS AGREEMENT, made and entered into this 31st day of August, 20 22, (the "Effective Date") by David E. Ross Construction Company. (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

WHEREAS, the City desires to engage the Contractor to provide emergency repair services on a time and materials basis on the East Secondary Basin at the Gladstone Water Treatment Plant (913 NW 44th Terrace) under the terms and conditions of the contract and based upon the recommendations of Lamp-Rynearson, Incorporated.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

SECTION 1. Term of Agreement. This Agreement shall begin as of the Effective Date. Time is of the essence of this Contract. The Contractor agrees to commence work immediately upon execution of this Contract.

SECTION 2. Scope of Services. The Contractor shall make the necessary repairs to the East Secondary Basin to place it back in service. The scope of the required repairs is not completely defined at this point in time because of unknown conditions of the East Secondary Basin structure. The final scope will be determined after the work has progressed to the point where the cause of the failure can be determined. Anticipated work includes the repair of deteriorated truss rods, additional reinforcement as necessary, and wire brush and paint of new welds. There is no warranty for the repairs performed under this Contract.

The Contractor will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

SECTION 3. Payment. The Owner hereby agrees to pay the Contractor for the work performed on a time and materials basis not to exceed \$75,000. The Contractor will notify the Owner in advance if the costs may exceed the \$75,000.00. At that point, the Owner shall provide written direction on how to proceed.

SECTION 4. Prevailing Wages. The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

SECTION 5. Construction Safety Training.

- A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to

produce such documentation within twenty (20) days or will be subject to removal from the project.

- D. The Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

SECTION 6. Notice of Penalty Provisions

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 5 above.
- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Sections 5B and 5C above have elapsed.
- C. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

SECTION 7. Unauthorized Aliens. Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit A and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 8. Insurance Requirements.

- A. General Provisions. Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.
- B. Limits and Coverage.
1. Commercial General Liability Insurance: \$3,065,952 million CSL for bodily injury and property damage per occurrence or sovereign immunity limits.
 - a. The following endorsements shall attach to the policy:
 - (i) The policy shall cover personal injury as well as bodily injury.
 - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (iii) Broad form property damage liability shall be afforded.
 - (iv) The City shall be listed as an additional insured.
- C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain and maintain such insurance.
- D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a \$3,065,952 million CSL covering scheduled automobiles. The

insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

SECTION 9. Labor and Materials Payment Bond

- A. Labor and Materials Payment Bond. Prior to commencement of construction, Contractor shall furnish a labor and materials payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the Work, as determined by the City, conditioned upon the payment for all labor and materials suppliers. Copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

SECTION 10. General Conditions

- A. Compliance with Laws and Safety Regulations. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.

Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.

- B. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- C. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
- D. Liquidated Damages. N.A.
- E. Termination. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a

bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

F. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph E above, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

G. Liability.

1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

H. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Gladstone, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.

- I. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.
- J. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:
 - 1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - 2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
- L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City: City of Gladstone, Missouri
 Attn: Timothy A. Nebergall
 4000 NE 76th Street
 Gladstone, Missouri 64119

Contractor: David E. Ross Construction
 Attn: ~~Matthew~~ Gustin
 10201 E. 75th Street
 Raytown, MO 64138

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Contractor.

- M. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- N. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the Effective Date.

DAVID E. ROSS CONSTRUCTION COMPANY:

CITY OF GLADSTONE, MISSOURI:

By: 

By: 

Name: David A Ross

Name: Scott Wingerson

Title: President

Title: City Manager

EXHIBIT A

CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

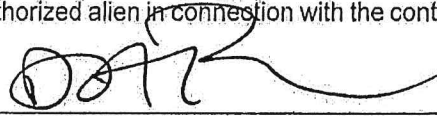
FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared David A. Ross, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is David A. Ross and I am currently the President of David . Ross Construction Co. (hereinafter "Contractor"), whose business address is 10201 E. 75th Street, and I am authorized to make this Affidavit.
Raytown, MO 64138
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Emergency East contracted between Contractor and the City of Gladstone, Missouri.
Secondary Basin Repair
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

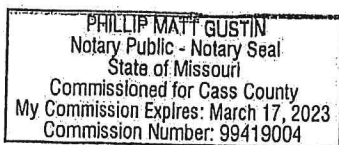


Affiant

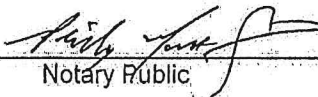
David A. Ross

Printed Name

Subscribed and sworn to before me this 30th day of June, 2022.



SEAL



Notary Public



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 191967

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: David E. Ross Construction Co., Inc.

Allison McClain
Name (Please Type or Print)

Vice President
Title

Electronically Signed
Signature

02/19/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

02/19/2009
Date

LABOR AND MATERIAL PAYMENT BOND

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

CONTRACTOR (Name and Address):

David E. Ross Construction Co.
10201 E. 75th Street, Raytown, MO 64138
OWNER (Name and Address):

City of Gladstone, Missouri
4000 NE 76th Street, Gladstone, MO 64119

CONTRACT

Date:

Amount: \$75,000.00 Seventy Five Thousand Dollars and 00/100

Description (Name and Location):

Emergency Repair Services - East Secondary Basin at the Gladstone Water Treatment Plant (913 NW 44th Terrace)

BOND

Date (Not earlier than Contract Date)

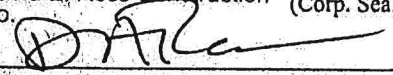
Amount: \$75,000.00 Seventy Five Thousand Dollars and 00/100

Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Labor and Material Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

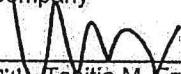
Company: David E. Ross Construction Co. (Corp. Seal)

Signature: 
Name and Title:

DAVID A ROSS
President

(Space is provided below for signatures of additional parties, if required.)

SURETY Hartford Fire Insurance Company (Corp. Seal)

Signature: 
Name and Title: Tahitia M. Fry
Attorney-in-Fact

(Attach Power of Attorney)

Surety Phone No. 860-547-5000

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR

furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC
 Agency Code: 37-272106

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Christy M. Braile, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, Veronica Lawver, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Evan D. Sizemore, C. Stephens Griggs, Charles R. Teter, III of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

ss. Lake Mary

COUNTY OF SEMINOLE

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

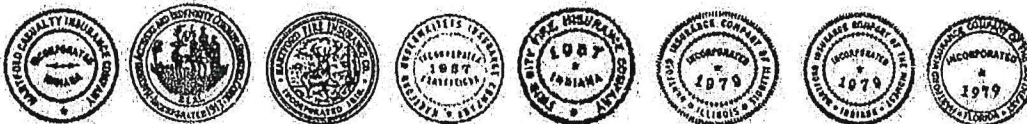


Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President