

BILL NO. 3034-24

ORDINANCE NO. 2992-24

AN ORDINANCE AMENDING THE CONTRACT AGREEMENT WITH STOCKMAN CONSTRUCTION CORPORATION FOR THE MODOT/AMPHITHEATER SEWER AND WATER IMPROVEMENTS - CHANGE ORDERS #2-5

WHEREAS, on March 19, 2024 the Board of Aldermen approved the contract with Stockman Construction Corporation for the MoDOT/Amphitheater Sewer and Water Improvements; and

WHEREAS, Change Order #1 was approved June 4, 2024; and,

WHEREAS, Change Orders #2-5 are being requested for the following: Strainer for 6" meter, Fencing for MoDOT lift station per MoDNR, installation of valve box and equipment at both lift stations per MoDNR, extend sanitary 4" bore; and

WHEREAS, the changes as part of Change Orders #2-5 represents an increase to the total project costs of \$35,118.82.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to sign the Change Orders #2-5 amending the Contract between the City of Camdenton and Stockman Construction Corporation to the MoDOT/Amphitheater Sewer and Water Improvements project. A copy of Change Orders #2-5 are attached hereto and made a part of this Ordinance, identified as Exhibit A.

Section 2. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read the first time this 16 day of July 2024.

Read the second time and passed and approved this 16 day of July 2024.



John D. McNabb, Mayor

ATTEST:



Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk



OWNERS
Darrell Kolb
Denice Burks



Bus: (573) 635-1316
Fax: (573) 635-2580

2021 Idlewood Road
Jefferson City, MO 65109

PROPOSAL

To: Jeffrey J Hooker
City Administrator
City of Camdenton
Camdenton, MO 65020
PH: (573) 346-3600
FX:
Cell:

Date: 7/10/2024

Ref: MoDNR Changes to Sewer Plans
Change Order #4

Stockman Construction Corp. hereby submits estimates for furnishing necessary labor and equipment with operators all fully supplied and insured as needed to perform the following scope of work:

SCOPE OF WORK:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MoDOT LIFT STATION MODIFICATIONS					
INSTALLATION OF THE VALVE BOX AND EQUIPMENT					
1	Stockman - Labor = 32 Total labor hours to excavate, backfill, and assemble additional Valve Vault at 83.87 per hour	1.00	LS	\$2,683.84	\$2,683.84
2	Stockman - Equipment = at \$70.00 per hour for 6 hours to excavate and backfill for additional Valve Vault	1.00	LS	\$420.00	\$420.00
3	Stockman - Material - Rock Backfill = 12 ton at \$ 22.10 per ton to get a stabilized base under the Valve Vault	1.00	LS	\$265.24	\$265.24
MoDot Change Request =					\$3,369.08
AMPHITHEATER LIFT STATION MODIFICATIONS					
INSTALLATION OF THE VALVE BOX AND EQUIPMENT					
1	Stockman - Labor = 40 Total labor hours to excavate, backfill, and assemble additional Valve Vault at 83.87 per hour	1.00	LS	\$3,354.80	\$3,354.80
2	Stockman - Equipment = at \$70.00 per hour for 12 hours to excavate and backfill for additional Valve Vault	1.00	LS	\$840.00	\$840.00
3	Stockman - Material - Rock Backfill = 32 ton at \$ 22.10 per ton to get a stabilized base under the Valve Box	1.00	LS	\$707.20	\$707.20
4	Jeffries Electrical Service Inc change order ADD FOR = Amphitheater PORTION	1.00	LS	\$9,741.60	\$9,741.60
5	Stockman - Mark up on Subcontractor 5%	1.00	LS	\$487.08	\$487.08
Amphitheater Change Request =					\$15,130.68

TOTAL CHANGE ORDER REQUEST = \$18,499.76

Note: Taxes included in Proposal items as required.

WE PROPOSE herby to furnish labor-complete in accordance with above specifications, for the sum of: PRICES ARE AS STATED ABOVE.

ACCEPTED:

FIRM NAME:

NAME & TITLE

DATE

John D. McNabb, Mayor
7/16/2024

Respectfully submitted,
Stockman Construction Corp.

Luke Hake

Luke Hake
Estimator, Project Manager

AMPHITHEATER - LIFT STATION MODIFICATIONS

ESTIMATOR :		ARCHITECT :				
TO :		LOCATION :				
		DESCRIPTION :				
		DURATION :				
		BID DATE :				
		BID TIME :				
		CURRENT DATE : 6/24/24 8:40 AM				
ITEM	TYPE	ACTIVITY	UNIT	QUANTITY	UNIT PR	TOTAL \$
\$62.00	L	Cement Mason= \$ 0.00				
\$68.43	O	IRON WORKER = \$ 0.00				
\$86.82	P	CARPENTER = \$ 0.00				
TOTAL CHANGE ORDER REQUEST = \$17,333.01						
AMPHITHEATER - LIFT STATION MODIFICATIONS						
1		STOCKMAN - LABOR	LS	1.0	\$5,339.04	\$5,339.04
2		STOCKMAN EQUIPMENT	LS	1.0	\$1,058.00	\$1,058.00
3		STOCKMAN MATERIAL - ROCK BACKFILL	EA	1.0	\$707.30	\$707.30
4		JEFFRIES ELECTRIC	LS	1.0	\$9,741.60	\$9,741.60
5		STOCKMAN - MARK UP ON SUBCONTRACTOR 5 %	EA	1.0	\$487.08	\$487.08

June 24, 2024

Electrical Bid: \$9,741.60

Addendum(s):

Sales Tax Included:

No

Darrell Kolb
Stockman Construction Corp
2021 Idlewood Rd.
Jefferson City, Mo 65109
PH: 573-635-1316
FX: 573-635-2580
Cell: 573-644-2029

RE: Amphitheater Disconnect adder

We are pleased to provide this Estimate for the labor and material to complete the electrical installation as listed below.

- Includes providing and installation of the new fused disconnect as required.
- Includes providing and installation of a double throw switch as required (transfer switch)
- Includes providing and installation of a generator connection as required.
- I have attached the BOM for the fused disconnect and the double throw switch, and fuses as described above = \$6,067.00
- For the generator connection includes a 18"x18"x8" outdoor junction box, a 4 pole power distribution block, and 4- 480 volt cam lock connectors as required, and any additional wire and fittings as required = \$1509.00

Material		\$7,576.00
Labor	16hrs @ \$80 per hour (includes service truck)	\$1,280.00
Total with 10% Mark up		\$9,741.60

Remarks:

-
- This proposal is based on installation during normal working hours.
- All control panels, flow meters and instrumentation to be provided by OTHERS
- JESI will not be held liable for any liquidated damage due to extended lead times on any equipment or lighting, out of our control.
- This proposal does not include any utility fees, if applicable.
- All concrete pads and house keeping pads by OTHERS



BUTLERSUPPLY

"Dedicated To Our Customers' Success"

Quotation

Since 1941

2012 Missouri Blvd
Jefferson City MO 65109
www.butlersupply.com

Phone: 573 635 6114
Fax: 573 635 7716

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Sold-to Party Address

JEFFRIES ELECTRICAL SERVICES
10931 EVERGREEN DRIVE
HOLTS SUMMIT MO 65043

Information

Quotation No.: 950531759
Document Date: 06/11/2024
Customer No.: 40613
Quoted By: BBUSBY
Purchase Order No.: FUSES
Incoterms: 00

Ship-to Party Address

JEFFRIES ELECTRICAL SERVICES
10931 EVERGREEN DRIVE
HOLTS SUMMIT MO 65043

Text Messages:

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
10	1283-BUSSFRSR200 200A 600V FUSETRON FUSE	6 EA	123.66 EA	741.96
				* Total Sales 741.96
				* Tax Amount 58.25
				Total Amount \$ 800.21

- All quotations are subject to approval.
- Prices are subject to change without notice.
- Materials purchased from this quotation may not be refundable.
- Merchandise that is returned may be subject to a restocking fee.
- Projects funded with federal stimulus money may require a re-quote and price adjustments due to manufacturing requirements mandated by the US government.(FAR CODES)



Bill of Materials

UM2-00037294

JEFFRIES SWITCHES

Date: 6/11/2024

Item #	Qty	Description
1	1	Switches and Disconnects, Heavy Duty Safety Switch, THN3364R
	1	Suitable for use as Service Equipment Heavy Duty 200 Amps No Fuse 3 Poles 600VAC/250VDC NEMA 3R (Outdoor) For Use Size With 2-250 Copper or Size 2-250 Aluminum wire Height : 31.31 Width : 13.38 Depth : 5.11 Weight : 33 Accessories :
	1	TNIA64, Neutral Kit, 2-250kcmil Cu/Al
	1	TNG3 , Equipment Ground Kit, (3) #12-1/0 AWG CU/AL
2	1	Switches and Disconnects, Specialty Safety Switch, TDT3364R
	1	Suitable for use as Service Equipment Double Throw Duty 200 Amps Fusible 3 Poles 600VAC/250VDC NEMA 3R (Outdoor) For Use Size With 2-250 Copper or Size 2-250 Aluminum wire Height : 50.88 Width : 19.56 Depth : 6.1 Weight : 160 Switch is NEC 2020 Article 230.62 compliant for service equipment barriers. Accessories :
	1	DT200NK, Neutral Kit, 3 x #6 - 250mcm and 1 x #14 - #2
	1	DS200GK , Equipment Ground Kit-double throw

ABB INC. GENERAL TERMS AND CONDITIONS OF SALE
(2022-01 U.S.)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB at delivery as defined in this Agreement, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) **Equipment and Services Warranty.** ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) **Exceptions.** ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:
Web portal: www.abb.com/integrity
Telephone: number specified on the above Web portal
Mail: address specified on the above Web portal

21. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

22. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

23. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

24. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

25. Confidentiality.

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated

in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

26. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

27. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

28. US Government Contracts.

(a) This Article 28 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

29. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

#1342

OWNERS
Darrell Kolb
Denice Burks



Bus: (673) 635-1316
Fax: (673) 635-2580

2021 Idlewood Road
Jefferson City, MO 65109

PROPOSAL

To: Jeffrey J Hooker
City Administrator
City of Camdenton
Camdenton, MO 65020
PH: (573) 346-3600
FX:
Cell:

Date: 6/11/2024

Ref: 6" Meter

Change Order 2

Stockman Construction Corp. hereby submits estimates for furnishing necessary labor and equipment with operators all fully supplied and insured as needed to perform the following scope of work:

SCOPE OF WORK:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	ZENNER USA - Strainer Recommendation for 6" Meter				
1	Stockman - Labor	1.00	LS	\$0.00	\$0.00
2	Stockman - Equipment	1.00	LS	\$0.00	\$0.00
3	ZENNER 6" Strainer for 6" Meter	1.00	LS	\$1,081.00	\$1,081.00
4	Stockman - Mark up on Materials 15%	1.00	LS	\$162.15	\$162.15
SUBTOTAL AMOUNT =					\$1,243.15

TOTAL CHANGE ORDER REQUEST =

\$1,243.15

Note: Taxes included in Proposal items as required.

WE PROPOSE herby to furnish labor-complete in accordance with above specifications, for the sum of: PRICES ARE AS STATED ABOVE.

ACCEPTED:

John D. Mc Nabbs, Mayor
FIRM NAME
John D. Mc Nabbs, Mayor
NAME & TITLE
7/16/2024
DATE

Respectfully submitted,
Stockman Construction Corp.

Luke Hake

Luke Hake
Estimator, Project Manager

OK
OK
OK

Date Sent: 6/11/2024 9:15 AM

From: Dan Pasternak <dpasternak@zennerusa.com>

To: Luke Hake <lhake@stockmancc.com>

Subject: RE: Stockman : Zenner Contract

Attachments: [ZSB_Bronze Strainers.pdf](#) [ZENNER_PMCB_Bronze Compound Water-Meters.pdf](#)

6"
ZSB06
\$1,081.00

Let me know if you need anything else.

Thanks,

Dan Pasternak

ZENNER USA

Regional Sales Director

Cell: 620-330-6284

Email: dpasternak@zennerusa.com

www.zennerusa.com

A world leader in utility metering and meter reading technologies

ZENNER Bronze Strainers

Model ZSB

Sizes ~~2"~~, ~~3"~~, ~~4"~~, 6", and ~~8"~~

INTRODUCTION: ZENNER Bronze Strainers are designed to protect hot and cold water meters from debris and foreign mater extending the life of the meter. Additionally they minimize the effects of turbulence which increases overall accuracy.

INSTALLATION: The strainer should be installed immediately upstream from the meter.

CONSTRUCTION: ZENNER Bronze Strainers consist of four basic components: The main housing, strainer cover, screen assembly and strainer cover gasket. The main housing and strainer cover are made of bronze. The strainer screen assembly is made of high strength stainless steel.

CONFORMANCE: ZENNER Bronze Strainers comply with AWWA C701 and C702 standards. These Bronze Strainers comply with the lead-free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

CONNECTIONS: Companion flanges for installation of meters on various pipe types and sizes are available in Bronze or cast iron.

SPECIFICATIONS:

Strainer Type:	Z-Plate
Strainer Screen Assembly:	Stainless Steel
Top Plate Gasket:	Rubber
Top Plate Bolts:	Stainless Steel
Maximum Working Pressure:	150 PSI
Maximum Temperature:	150°F



Model		ZSB02	ZSB03	ZSB04	ZSB06	ZSB08
Size		2"	3"	4"	6"	8"
Weight	Pounds	16	24	35	75	110
Length	Inches	7	6	7 1/2	9	10
Height	Inches	5 3/4	7 5/8	9	11 1/2	13 1/2
Number of Holes per Flange		2	4	8	8	8

ZENNER USA

15280 Addison Rd #100, Addison, TX 75001, (972) 386-6611, Fax (972) 386-1814
www.zennerusa.com

OWNERS
Darrell Kolb
Denice Burks



Bus: (573) 635-1316
Fax: (573) 635-2580

CONSTRUCTION CORP.
CONCRETE PAVING SPECIALISTS

2021 Idlewood Road
Jefferson City, MO 65109

PROPOSAL

To: Jeffrey J Hooker
City Administrator
City of Camdenton
Camdenton, MO 65020
PH: (573) 346-3600
FX:
Cell:

Date: 6/13/2024

Ref: MoDNR Changes to Sewer Plans

Change Order 3

Stockman Construction Corp. hereby submits estimates for furnishing necessary labor and equipment with operators all fully supplied and insured as needed to perform the following scope of work:

SCOPE OF WORK:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	FENCE AT MoDOT LIFT STATION				
1	Stockman - Labor	1.00	LS	\$0.00	\$0.00
2	Stockman - Equipment	1.00	LS	\$0.00	\$0.00
3	Fence Pro - Add Fence and Gate at the MoDot Lift Station	1.00	LS	\$9,560.00	\$9,560.00
4	Stockman - Mark up on Subcontractor 5%	1.00	LS	\$478.00	\$478.00
				SUBTOTAL =	\$10,038.00

TOTAL CHANGE ORDER REQUEST = \$10,038.00

Note: Taxes included in Proposal items as required.

WE PROPOSE hereby to furnish labor-complete in accordance with above specifications, for the sum of: PRICES ARE AS STATED ABOVE.

ACCEPTED:

FIRM NAME

NAME & TITLE

DATE

John D. McNabb, Mayor
7/11/2024

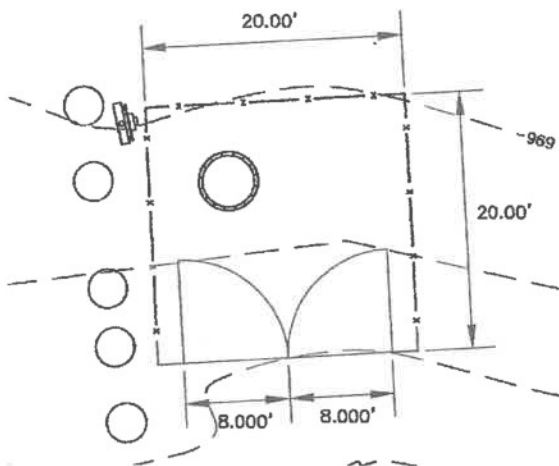
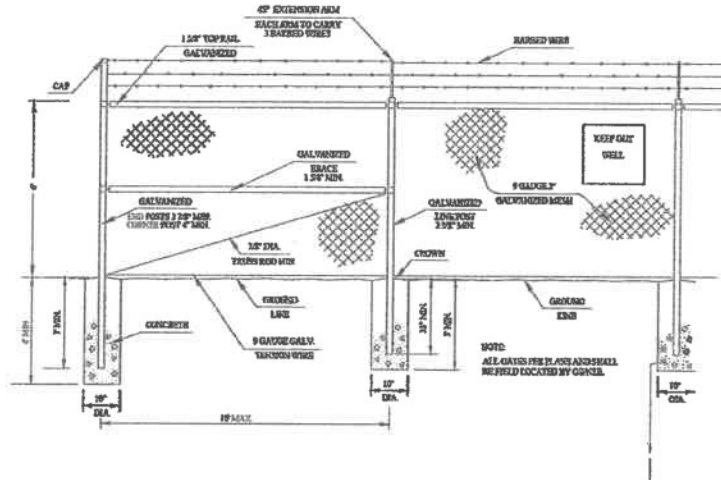
Respectfully submitted,
Stockman Construction Corp.

Luke Hake

Luke Hake
Estimator, Project Manager

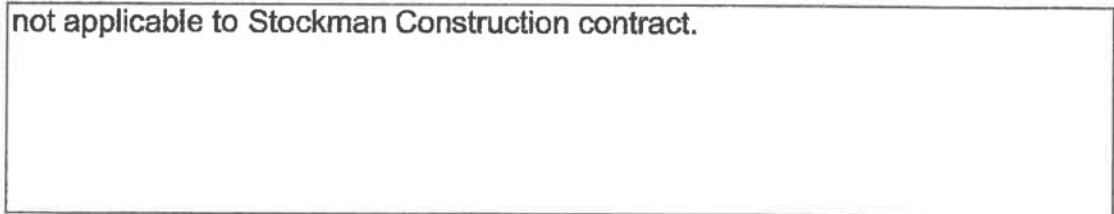
1. How is access to the lift station restricted from unauthorized personnel, such as fencing around the property or locking mechanisms on the lift station, at the MODOT lift station? [10 CSR 20-8.130(2)(C)] Fencing has been added to the project for the MODOT lift station. See detail below and attached sheet.

Existing Detail Sheet C-500



Gates shall be locked by MoDOT.

2. not applicable to Stockman Construction contract.



OWNERS
Darrell Kolb
Denice Burks



Bus: (573) 635-1316
Fax: (573) 635-2580

2021 Idlewood Road
Jefferson City, MO 65109

PROPOSAL

To: Jeffrey J Hooker
City Administrator
City of Camdenton
Camdenton, MO 65020
PH: (573) 346-3600
FX:
Cell:

Date: 7/1/2024

Ref: BORE CHANGE REQUEST
Change Order 5

Stockman Construction Corp. hereby submits estimates for furnishing necessary labor and equipment with operators all fully supplied and insured as needed to perform the following scope of work:

SCOPE OF WORK:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	4" SANITARY BORE AT STATION 49+50 ON SHEET C-217				
1	Extend Bore from 32 LF to 45 LF to clear Existing Water Line -	13.00	LF	\$338.80	\$4,404.40
	Total LF of Bore included in Line Item 18 = 183 LF				
	Total Bid amount in Line Item 18 = \$ 62,000				
	Bore per LF (\$ 62,000 / 183 LF) = \$ 338.80				
	CORE & MAIN - EXTRA PIPE MATERIAL FOR FORCE MAIN CONNECTION	1.00	LS	\$933.52	\$933.52
				SUBTOTAL =	\$5,337.92

TOTAL CHANGE ORDER REQUEST = \$5,337.92

Note: Taxes included in Proposal items as required.

WE PROPOSE hereby to furnish labor-complete in accordance with above specifications, for the sum of: PRICES ARE AS STATED ABOVE.

ACCEPTED: *John D. McHale*
FIRM NAME: *John D. McHale, Mayor*
NAME & TITLE: *7/1/2024*
DATE:

Respectfully submitted,
Stockman Construction Corp.
Luke Hake
Luke Hake
Estimator, Project Manager



CONSTRUCTION CORP.
CONCRETE PAVING SPECIALISTS

Daily Log #: 17086

FOREMAN/SUPT.

JOB NAME: <i>Camden Sewer</i>	DATE: <i>6/20/24</i>
DESCRIPTION OF WORK: <i>Dig out around sewer 6" force main, cut out 3' + put in 6x4 tee, 4" valve, (2) 4" mjt 45° fittings, bolt on skids + put in 60' of 4" yellow mjt, block tee + fittings, put rock over main</i>	MATERIAL USED:
	<i>6x4 tee</i>
	<i>4" valve</i>
	<i>60' of yellow mjt</i>
	<i>(2) 6" hymax</i>
	<i>(2) 4" mjt 45°</i>
	<i>6 mjt trans kits</i>
	<i>Bore boat</i>
	<i>Sewer Top Hat</i>

PROBLEMS/CONCERNS:

EMPL ON JOB:	HRS	EMPL ON JOB:	HRS
<i>NORM</i>	<i>8</i>		
<i>Joe</i>	<i>8</i>		
<i>Woody</i>	<i>8</i>		
<i>Brian</i>	<i>8</i>		

EQUIP USED:	HRS	EQUIP USED:	HRS:
BACKHOE		CAT CHIPPER	
TRACKHOE		JD CHIPPER	
BOBCAT		DUMP TRUCK	
HI-LIFT		AIR COMPRESSOR	
BLADE		OTHER:	
BOBCAT CHIPPER		OTHER:	

EXTRA WORK PERFORMED:

TOTAL YDS USED:

EMPL ON JOB:	HRS	EMPL ON JOB:	HRS

EQUIP USED:	HRS	EQUIP USED:	HRS
BACKHOE		CAT CHIPPER	
TRACKHOE		JD CHIPPER	
BOBCAT		DUMP TRUCK	
HI-LIFT		AIR COMP	
BLADE		OTHER:	
BOBCAT CHIPPER		OTHER:	

CUSTOMER SIGNATURE: