

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of October, 2018, by and between the City of Lawrence, Kansas, Party of the First Part and hereinafter called the Owner, and Jahnke & Sons Construction, Inc., d/b/a WHP Training Towers, Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Owner desires to purchase through the Government Services Administration (GSA) contract GS-07F-5448P, a Custom 4th Alarm Four Story WHP training simulator more fully described in a proposal submitted by Contractor, dated May 23, 2018,

WHEREAS, the has determined Contractor to be qualified to perform the work and to install the training simulator for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, or its successors and assigns as follows:

Article 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the Owner as set forth in the Proposal for a Custom 4th Alarm Four Story WHP training simulator, the said Contractor shall furnish all labor, equipment, accessories, and material (except material salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvements in a good, substantial, and workmanlike manner, ready for use, and in strict accordance with the contract drawings and specifications as approved and filed pursuant to law in the office of the legal representative of the Owner.

Article 2. It is hereby further agreed that, in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in the amounts certified by the Owner's Representative, in accordance with the provisions of the General Conditions, and as set forth in the Proposal as accepted by the Owner.

Article 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor, by reason of its faithful completion of the work taking into consideration additions to or deductions from the original contract or by reason of "Force Account" work authorized under the Contract in accordance with the provisions of the General Conditions, will be paid the Contractor by the Owner within thirty (30) days after said completion and acceptance.

Article 4. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor, whether a corporation, partnership, or individual, and this contract and all covenants

and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

Article 5. It is hereby further agreed that any reference herein to the "contract" shall include all contract documents as specifically set out in the General Conditions and are hereby made a part of this agreement as fully as set out at length herein.

Article 6. Insurance

- A. The Contractor shall secure insurance to protect himself and the Owner against hazards as enumerated herein. All policies shall be in amounts, form and companies satisfactory to the Owner, name the City of Lawrence as an additional insured, and:
- (a) Cover any or all subcontractors in their insurance policies; OR
 - (b) Require each subcontractor to secure insurance to protect themselves against hazards enumerated herein which are not covered by the general contractor's policies.

All certificates of insurance required herein shall state that thirty (30) day written notice shall be given to the Owner before the policy is canceled or changed.

No contractor or subcontractor will be allowed to start construction work on this contract until certificates of all insurance required herein are filed with the Owner.

- B. Public Liability and Property Damage: The Contractor shall maintain insurance protecting against any and all claims and demands arising from injury to person or persons not in the employ of the Contractor, and against any and all claims and demands resulting from damage to any property due to any act or omission of the Contractor, his agents or employees, in the operation of the work or the execution of this contract. Such insurance shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the Owner prior to the completion and acceptance of all work included in the contract.

Where the work to be performed under the contract involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewer, etc., caused by the Contractor's operations. Property damage insurance shall also cover the collapse of, or structural injury to, any building or structure on or adjacent to the construction work area, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or excavation below the ground, where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alterations in, additions to , or the underpinning of, an existing structures or structures.

Minimum limits for Public Liability and Property Damage Insurance required are as follows:

Public Liability:

- (a) Each Occurrence \$500,000
- (b) Aggregate \$1,000,000

Property Damage:

- (a) One Accident \$1,000,000
- (b) All Accidents \$2,000,000

The Contractor shall name the City of Lawrence, Kansas as an additional insured to protect the Owner against any and all claims that might arise as a result of the operation of the Contractor or his subcontractor or subcontractors, in fulfilling this contract.

- C. Employer's Liability and Worker's Compensation. The Contractor shall secure and maintain employer's liability and worker's compensation insurance in an amount that is in conformity and compliance with the statutory requirements of the laws of the State of Kansas.

In case any class of employees is not protected under the Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability coverage that will protect them against any claims resulting from injuries to and death of workers engaged in work under this contract.

- D. Contractor's Contingent of Protective Liability and Property Damage. In case part of this contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect himself from any and all claims arising from the operations of his subcontractors in the execution of work included in this contract. The coverage in each case shall be acceptable to the Owner.
- E. Builder's Risk Fire Insurance with Extended Coverage. The Contractor shall secure adequate insurance to protect the Contractor and the Owner against damage to equipment, structure, or materials from fire and hazards included in extended coverage endorsement or supplemental contract.
- F. Automobile Public Liability and Property Damage. The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$1,000,000 for one accident to protect himself from any and all claims arising from the use of the following in the execution of work included in this contract:

- (a) Contractor's own automobiles and trucks;
- (b) Hired automobiles and trucks; and
- (c) Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

Article 7. Indemnification

- A. For purposes of this contract, the Contractor hereby agrees to indemnify and hold harmless the Owner and its employees and officials from any and all loss to the extent caused or incurred in whole or in part as a result of the negligence or wrongful acts of the Contractor, its officers, subsidiaries, employees and subcontractors/assignees and their respective officers and employees, in the performance of services pursuant to this contract.

In the case of any claims against the Owner or its employees and officials indemnified under this contract, by an employee of the Contractor, its officers, subsidiaries, or subcontractors/assignees, the indemnification obligation contained in this contract shall be limited to those losses caused by the negligence of the Contractor but shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, its officers, subsidiaries, or subcontractors/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts, as allowed by law. The Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the Owner or any third party for whom the Contractor is not responsible.

Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may 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.

Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Severability

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

provision that comes as close as possible to expressing the intention of the stricken provision.

Article 8. Right Of Owner To Terminate Contract.

- A. If the work to be done under this contract shall be abandoned by the Contractor; or if the contract shall be assigned by them otherwise than as herein provided; or if the Contractor shall be adjudged bankrupt; or if a general assignment of their assets be made for the benefit of their creditors; or if a receiver should be appointed for the Contractor or any of their property; or if, at any time, the Engineer shall certify in writing to the Owner that the performance of the work under this contract is being unnecessarily delayed; or that the Contractor is violating any of the conditions or covenants of this contract or the specifications therefore; or that they are executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and their surety, of said Owner's intention to terminate this contract and; unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided, however, if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract or otherwise, for the account and at the expense of the Contractor, and the Contractor and their surety shall be liable for any and all excess cost sustained by the Owner by reason of such prosecution and completion; and in such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore

Article 9. Equal Opportunity Agreement: The contractor agrees that 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. The contractor shall in all solicitations or advertisements for employees include the phrase "equal opportunity employer." The contractor agrees that if the contractor fails to comply with the manner in which the contractor reports to the Kansas Human Rights 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 City. If the contractor is found to be 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 City.

CITY OF LAWRENCE

By _____

CONTRACTOR, Second Party

William Mahoney

Jahnke & Sons Construction, Inc. d/b/a

WHP Training Towers

PRESIDENT

(Office or position of signer)

ACKNOWLEDGEMENT

STATE OF KANSAS)
:SS

COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid came _____, acting on behalf of the Owner, City of Lawrence, Kansas, the party of the first part, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
:SS

COUNTY OF _____)

BE IT REMEMBERED, that on this 23 day of OCTOBER, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid came WILLIAM M. JAHNKE, acting on behalf of the Contractor, the party of the second part, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Amber Pruitt
Notary Public

My Commission Expires: 9/8/2020

AMBER PRUITT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 9/8/2020

B2

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jahnke & Sons Construction, Inc. ,
d/b/a WHP Training Towers as Contractor, and
The Guarantee Company of North America USA with General Office in
the City of Southfield, a Corporation organized
under the laws of the State of Michigan and authorized to
transact business in the State of Kansas, as Surety, are held and firmly bound into the
State of Kansas, in the penal sum of Seven Hundred Eighty Four Thousand, Eight Hundred
Eighty One and No/100 Dollars (\$ 784,881.00), lawfully money of

the United States of America, for the payment of which sum, well and truly to be made,
we bind ourselves, and our heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the 12 day of NOVEMBER, 2018
entered into a written contract with the City of Lawrence, Kansas
 for furnishing all tools, equipment, materials, and
supplies, performing all labor, and construction public improvements consisting of
a Custom 4th Alarm Four Story WHP training simulator

 in accordance with
specifications and other contract documents on file in the office of the City of Lawrence,
Kansas of the said the City of Lawrence, Kansas
.

NOW, THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, used, or consumed in connection with, or in or about the construction of making of, the above described improvement, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring an action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvement.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do,
at Overland Park, Kansas on

this 12 day of NOVEMBER 2018.

Jahnke & Sons Construction, Inc. , d/b/a WHP Training Towers
CONTRACTOR

BY [Signature] (Seal)

The Guarantee Company of North America USA
SURETY COMPANY

BY [Signature] (Seal)
Attorney-in-Fact Rebecca A. Lilley

[Signature]
Kansas Agent Matthew J. Miller

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond.)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

D. C. Pruett, Denise A. Iverson, Dale Gebauer, Ben Williams, Sean R. Miller, Rebecca A. Lilley
Robert E. Miller Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this day of ,

Randall Musselman, Secretary

PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the specifications:

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its Attorney-in-Fact fully authorized thereunto so to do at,

Overland Park, Kansas on this the 12 day
of NOVEMBER, 20 18.



Jahnke & Sons Construction, Inc. , d/b/a WHP Training Towers
CONTRACTOR

BY Will. Jahnke (Seal)

The Guarantee Company of North America USA
SURETY COMPANY

BY Rebecca A. Lilley (Seal)
Attorney-in-Fact Rebecca A. Lilley

Matthew J. Miller
State Representative Matthew J. Miller

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jahnke & Sons Construction, Inc. ,
d/b/a WHP Training Towers as Contractor, and
The Guarantee Company of North America USA with General Office in
the City of Southfield, a Corporation organized
under the laws of the State of Michigan and authorized to
transact business in the State of Kansas, as Surety, are held and firmly bound into the
State of Kansas, in the penal sum of Seven Hundred Eighty Four Thousand, Eight Hundred
Eighty One and No/100 Dollars (\$ 784,881.00), lawfully money of

the United States of America, for the payment of which sum, well and truly to be made,
we bind ourselves, and our heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the 12 day of NOVEMBER, 2018
entered into a written contract with the City of Lawrence, Kansas
 for furnishing all tools, equipment, materials, and
supplies, performing all labor, and construction public improvements consisting of
a Custom 4th Alarm Four Story WHP training simulator

 in accordance with
specifications and other contract documents on file in the office of the City of Lawrence,
Kansas of the said the City of Lawrence, Kansas
.

NOW, THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, used, or consumed in connection with, or in or about the construction of making of, the above described improvement, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring an action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvement.

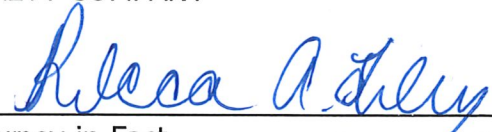
IN TESTIMONY WHEREOF, said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do,
at Overland Park, Kansas on

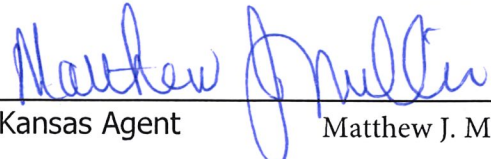
this 12 day of NOVEMBER 2018.

Jahnke & Sons Construction, Inc. , d/b/a WHP Training Towers
CONTRACTOR

BY  (Seal)

The Guarantee Company of North America USA
SURETY COMPANY

BY  (Seal)
Attorney-in-Fact Rebecca A. Lilley


Kansas Agent Matthew J. Miller

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond.)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

D. C. Pruett, Denise A. Iverson, Dale Gebauer, Ben Williams, Sean R. Miller, Rebecca A. Lilley
Robert E. Miller Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this day of ,

Randall Musselman, Secretary

AUTHORIZATION TO INSERT DATE OF CONTRACT IN BONDS

City of Lawrence, KS

6 E 6th St

Lawrence, KS 66044

RE: Jahnke & Sons Construction, Inc. dba WHP Training Towers – Bond No. 90156154

Gentlemen:

The undersigned is an authorized representative of The Guarantee Company of North America USA

One Towne Square, Ste 1470, Southfield, MI 48076, Surety for

Jahnke & Sons Construction, Inc. dba WHP Training Towers, Contractor,

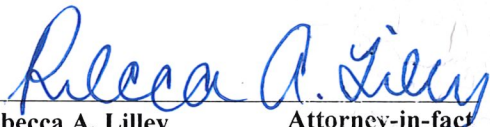
for and during the entire period of Custom 4th Alarm Four Story WHP training simulator

Authorization is hereby given by the Surety to the _____

City of Lawrence, KS, to insert the date

of the execution of the Contract on both the Bonds and Powers of Attorney.

The Guarantee Company of North America USA
Surety (seal)

BY: 

Rebecca A. Lilley

Attorney-in-fact

Date: 11/08/2018



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

D. C. Pruett, Denise A. Iverson, Dale Gebauer, Ben Williams, Sean R. Miller, Rebecca A. Lilley
Robert E. Miller Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 8th day of November, 2018

Randall Musselman, Secretary

GENERAL CONDITIONS

GC-1. SCOPE. The following conditions are general in scope and may contain requirements covering conditions which will not be encountered in the performance of the work under contract and which for this reason are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing conditions, and is not applicable to the work under contract, such stipulation, or requirement will have no meaning relative to the performance of said work.

GC-2. CONTRACT DOCUMENTS. It is expressly understood and agreed that the Proposal for Custom 4th Alarm Four Story WHP training simulator dated May 23, 2018 (Ref Number: Q-1814941), Performance Bond, Statutory Bond, Contract Agreement, these General Conditions, Project Special Provisions and the Specifications, hereto assembled and attached, and the drawings therein referred to, and all specifications, drawings, and other data furnished by the Contractor and approved by the Engineer, and any and all additional drawings furnished by the Engineer as may be necessary to make clear, and to define in greater detail the intent of the plans and specifications, are each and all included in this contract and the work shall be done fully in accordance therewith.

GC-3. DEFINITIONS. Whenever any work or expression defined in this Paragraph GC-3, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning herein given:

- (1) "Contract" or "Contract Documents" shall include all of the documents and plans enumerated herein in Paragraph GC-2.
- (2) "Contractor" shall mean the corporation, company, firm, partnership, or individual named and designated in the Contract Agreement, hereto attached, as the "Party of the Second Part," who has entered into this Contract for the performance of the work covered thereby, and its, or their duly authorized agents and other legal representatives.
- (3) "Date of Contract," or words equivalent thereto, shall mean the date stipulated in the first paragraph of the Contract Agreement.
- (4) "Day" or "Days," unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- (5) "Engineer" shall mean the City Engineer, unless an engineer has been officially designated, appointed, or employed by the Owner for this work, or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
- (6) "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Engineer or the Owner, limited to the particular duties entrusted to them.
- (7) "Owner" or words "Party of the First Part" shall mean the City of Lawrence, Kansas, acting through its Mayor and City Commissioners.
- (8) "Plans" or "The Plans" shall mean to include all (a) drawings submitted by the Contractor with its proposal and by the Contractor to the Owner, when and as

approved by the Engineer, and (c) all drawings submitted by the Owner to the Contractor during the progress of the work as provided for herein.

- (9) "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this contract, unless some other meaning is indicated by the context.
- (10) "Working Day" shall mean a day on which the Contractor is not prevented by weather or other conditions beyond the Contractor's control, from proceeding with normal construction operations, as determined by the Engineer or authorized representative, for at least 50 percent of the full number of hours in the normal daily schedule.
- (11) Whenever in these contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.
- (12) Similarly, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specific herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.
- (13) Whenever any statement is made in the contract documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the contract agreement of which these general conditions are a part.
- (14) "Calendar Day" shall mean any day shown on the calendar and the 24-hour period thereof from 12:01 a.m. to midnight.
- (15) "Contract Item" (Bid Item or Pay Item) shall mean a specific unit of work for which a price is provided in the contract.
- (16) "Contract Time" shall mean the number of calendar or working days allowed for completion of the contract, including authorized time extensions. In the case a calendar date of completion is shown in the contract, in lieu of a number of working or calendar days, such work contemplated shall be completed on or before that date.
- (17) "Special Provisions" shall mean approved supplementary provisions, additions or revisions to the Standard Specifications which cover conditions specific to an individual project.
- (18) "Standard Specifications" shall mean the latest edition of the City of Lawrence Technical Specifications.

GC-4. VERBAL STATEMENTS NOT BINDING. It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official or other representative of the Owner and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in anyway whatsoever, the written agreement.

GC-5. TITLES AND SUBHEADINGS. The titles or subheading used in this contract, on the contract plans and drawings, and in the specifications, are understood to be for convenience of

reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

GC-6. COPIES OF CONTRACT. Three (3) counterpart copies of the Contractor's proposal as submitted, performance bond, a statutory bond, and the contract agreement shall be prepared. These copies, each containing the bond (or bonds) properly executed and the contract agreement signed by the Contractor, shall be submitted to and signed by the Owner. One of the copies so signed shall be delivered to the Contractor, one copy is to be returned to the surety company, and one copy is to be retained by the Owner.

GC-7. SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS. The said specifications and plans are intended to supplement, but not necessarily duplicate each other. Together, they constitute one complete set of specifications and plans so that any work exhibited in the one and not in the other, shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete designs as decided and determined by the Engineer.

Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the contract, specifications, and plans.

The Contractor's responsibility for construction covered by conflicting requirements, not provided for by Addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

GC-8. FIGURED DIMENSIONS TO GOVERN. Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

GC-9. CONTRACTOR TO CHECK PLANS AND SCHEDULES. The Contractor shall check all dimensions, elevations, and quantities shown on the plans, and schedules given to them by the Engineer, and shall notify the Engineer of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions, which they may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

Utility lines are located on the plans based upon the best available information. The Contractor shall be responsible for checking the actual location of these lines. If any such lines must be relocated in order to complete the Work, it shall be the responsibility of the Contractor to give adequate notice to the respective utility company.

GC-10. LICENSES, PERMITS, AND CERTIFICATES. All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at their own expense.

GC-11. WATER AND POWER. All water for inundation or settling of backfill material or for any other use, and all power for lighting, operation of the contractor's plant, or equipment, or for any other use as may be required for proper completion of the work to be performed under the provisions of these contract documents, shall be provided by the Contractor at their sole cost and expense.

GC-12. LINES AND GRADES. All work done under this contract shall be done to the lines, grades, and elevations shown on the plans. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places where they wish to work, in order that necessary measurements for record and payment may be made with a minimum of inconvenience to the Engineer and of delay to the Contractor.

GC-13. WORK DONE WITHOUT LINES OR GRADES. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basis reference points acceptable to the Engineer or authorized representative, may be ordered removed and replaced at the Contractor's cost and expense.

GC-14. PRESERVATION OF MONUMENTS AND STAKES. The Contractor shall carefully preserve all monuments, benchmarks, reference points, and stakes, and in case of willful or careless destruction of the same, will be charged with the resulting expense of replacement, and shall be responsible for any mistake or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the stakes and marks are destroyed through carelessness on the part of the Contractor, and that the destruction of these stakes and marks causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments or benchmarks which must of necessity be removed or disturbed in the construction of the work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish, at their own expense, such materials and assistance as are necessary for the proper replacement of monuments or benchmarks that have been moved or destroyed.

Unless otherwise specified, the Contractor shall be responsible for setting construction stakes, benchmarks (hubs) or other markers establishing lines, slopes, and profiles grades. These stakes and marks will constitute the field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work. The Contractor shall furnish all information on construction stakes and marks to the Engineer if requested.

Preservation of monuments shall include protection and preservation of property pins. Prior to the beginning of construction, the contractor shall locate and record the location of all such property pins and shall erect suitable markers and barricades to protect said pins.

As far as practicable, monument boxes shall remain undisturbed so as not to cause any damage to the box and to the land survey corner. The Contractor shall complete the necessary Notice of Endangerment Activity (K.S.A. 58-2011b) and Notice of Completion of Endangerment Activity and Report of Restoration (K.S.A. 58-2011c) per Kansas Statute and provide copies to the appropriate authorities.

The Contractor shall be responsible for the reestablishment of all previously existing property pins, land survey corners and monument boxes damaged or destroyed during construction in accordance with Kansas Statutes prior to final payment by the city. The replacement of property pins and monuments shall be by a competent land surveyor licensed in the State of Kansas.

GC-15. RIGHTS-OF-WAY. A right-of-way or easement width as shown on the plans will be provided by the Owner. The Contractor shall confine their construction operation to the immediate vicinity of the location shown on the plans, and shall use due care in placing construction tools, equipment, excavated materials, and materials and supplies, so as to cause the least possible damage to property and interference with public traffic. The placing of such tools, equipment and materials shall be subject to the approval of the Engineer.

The Contractor shall be responsible for all damage to structures, trees, lawns, crops, and other property outside of the right-of-way or easement limits, and shall make satisfactory settlement for such damage directly with the property owner and tenant involved, as their interests in such damage may require.

If it is necessary or desirable that the Contractor use or occupy the land outside of the Owner's right-of-way or easement, the Contractor shall obtain consent from the owner and tenant of such land permitting such occupation. The Contractor shall not enter or occupy for any purposes with workers, tools, equipment, construction materials, or excavated materials, any private property outside the designated right-of-way boundaries without such permission from the owner and tenant of the entered or occupied property.

GC-16. PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY. The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed. All pavement, surfacings, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks, and parking crossed by or adjacent to the construction, shall be maintained. If removed or otherwise damaged, these items shall be restored to their original condition, as determined and approved by the Engineer. All replacements of such underground construction and surface structures or parts thereof, shall be made with new materials conforming to the requirement of these specifications or, if not specified, as approved by the Engineer.

The Contractor shall be responsible for, including any damage caused by, settlement or backfill placed beneath pavements, street, road and driveway surfacings, and drainage and other structures, and beneath sod in yards, parkings, and parks which may occur at any time prior to and during a period of one year from the date of final acceptance of the work covered by the contract. During such period, the Contractor shall, at their own cost and expense, refill all excavations where backfill settlement has occurred, and shall repair, or cause to be repaired, all damage to structures, pavements, surfacings, and sod caused by such settlement, to the satisfaction of the Owner. Should the Contractor fail to repair settlement which may occur as described above within ten (10) days after being given written notice thereof, the Owner shall have the right to repair such settlement and charge the cost of such repairs to the Contractor.

The Contractor will be held responsible for all damage to roads, shoulders, ditches, embankments, bridges, culverts and other property, caused by them or any of their subcontractors in hauling or otherwise transporting materials to or from the several sites of the work, regardless of the location of such damage, and shall make arrangements relative to the payment for, or repair or replacement of, such damage or damaged surfaces of structures, or to their legally responsible officers, agents or other representatives.

GC-17. RESPONSIBILITY OF CONTRACTOR. The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances requisite for the execution of this contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. They shall cover and protect their work from damage; and all injury to the same, before the completion and acceptance of this contract, shall be made good by them; and shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct by themselves or their subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this contract, or any extra work undertaken as herein provided, or to any effect in or any improper use of, any scaffolding, shoring, apparatus, ways, works, machinery or plant.

GC-18. PATENTS. It is mutually agreed by and between the parties to this contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and they shall be liable for any damages to claims for patent infringements. The Contractor shall, at their own cost and expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work and, in case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the Owner in the design of the work to be done under this contract or by the contract specifications.

GC-19. INDEPENDENT CONTRACTOR. The right of general supervision of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision; but as to all such persons, firms and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the work.

GC-20. RELATIONS WITH OTHER CONTRACTORS. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner, and workers who may be employed by the Owner, on any work in the vicinity of the work to be done under this contract, and they shall so conduct their operations as to interfere to the least possible extent with the work of such contractors or workers. They shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the Owner at their hands. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and the workers of the Owner, in regard to their

work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of people, materials, or appliances required for the execution of another contract, such privileges or access or any other reasonable privilege may be granted by the Engineer to the contractor so desiring, to the extent and amount, in the manner, at the time, which may be reasonably necessary.

GC-21. METHODS OF OPERATION. The Contractor shall give to the Engineer full information in advance, as to their plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of their methods of executing the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality, or rate of progress of the work, they may order the Contractor to increase or improve their facilities or methods and the Contractor shall promptly comply with such orders. Neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from their obligation to secure the degree of safety, the quality of work and the rate of progress required by this contract. The Contractor shall be responsible for the safety, adequacy, and efficiency of their plant, equipment, and methods.

The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore. Such approval shall not be considered as an assumption by the Owner, or any officer, agent, or employee thereof, of any kind of liability, and the Contractor shall have no claim under this contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean, that the Engineer has no objection to the Contractor's use on adoption, at their own risk and responsibility, of the plan or method so proposed by the Contractor.

GC-22. SUGGESTIONS TO CONTRACTOR ADOPTED AT THEIR OWN RISK. Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefore.

GC-23. Reserved.

GC-24. SUPERVISION AND INSPECTION. It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ such supervising engineers and inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this contract, and to see that the said materials are furnished, and the said work performed, in accordance with the plans and specifications therefore. The Contractor

shall furnish all reasonable aid and assistance required by the Engineer, or by the supervisors or inspectors, for the proper inspection and examination of the work and all parts thereof.

The Contractor shall regard and obey the directions and instruction of the Engineer, or any supervisor or inspector so appointed, when the same are consistent with the obligations of this contract and the specifications provided, however, should the Contractor object to any order given by any subordinate engineer, supervisor, or inspector, the Contractor may make written appeal, to the Engineer, for their decision.

Supervising engineers, inspectors, and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties. An intimidation or attempted intimidation of any one of them by the Contractor or by any of their employees shall be sufficient reason, if the Owner so decides, to annul the contract.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection.

GC-25. NO WAIVER OF RIGHTS. Neither the inspection by the Owner or any of the Owner's officials, employees, or agents, nor any order by the Owner for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

GC-26. SUPERINTENDENCE OF WORK. The Contractor shall provide and maintain, continually on the site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work being performed under this contract, either personal or by a duly authorized superintendent or other representative.

The superintendent or other representative of the Contractor on the work, and who has charge thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given by the proper prosecution of the work, or notice in connection therewith.

GC-27. ORDERS TO CONTRACTOR'S AGENT. Whenever the Contractor is not present, the Engineer may give directions and orders; and the orders shall be received and obeyed by the superintendent or foreman who receives these orders.

GC-28. PROTECTION OF PROPERTY AND PUBLIC LIABILITY. The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the work being performed under this contract, or which are in any manner affected by the prosecution of the work or the transportation of people or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of themselves or their employees.

The Contractor shall indemnify, defend, and save harmless the Owner against all damages or alleged damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of their operations in connection with this contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage and to the satisfaction of the owner. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities, where such property is liable to be injured or damaged by the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities.

All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor.

The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, shrubs, trees, fences, etc. and other facilities belonging to the Owner, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not.

GC-29. MAINTENANCE OF TRAFFIC. The Contractor shall conduct their work so as to interfere with public travel as little as possible, whether vehicular or pedestrian. Whenever it is necessary to cross or interfere with roads, driveways, and walks, whether public or private, the Contractor shall at their own expense provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. However, such maintenance of traffic will not be required at any point where the Contractor has obtained written permission from the Owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at any designated point thereon and for the duration of whatever period of time as may be agreed upon.

GC-30. ENVIRONMENTAL COMPLIANCE. Contractor shall be responsible for conducting all work in compliance with city, state, and federal environmental rules and regulations.

GC-31. NO ARBITRATION. Disputes shall be resolved through informal mediation or by filing a civil action in Douglas County District Court. In no circumstances shall the parties seek to resolve a dispute under this Contract by arbitration.

.GC-32. Reserved.

.GC-33. EXTRA WORK A PART OF CONTRACT. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

GC-34. PROVISION FOR EMERGENCIES. If, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract, or the protection of adjacent structures or property which may be injured by process of construction on account of such neglect; and if, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interests; then the Engineer, with or

without notice to the Contractor, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary. The cost and expense of such work and material so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such cost shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

GC-35. ASSIGNMENT OR SUBLETTING OF CONTRACT. The Contractor shall not assign or sublet the work or any part thereof, without the previous written consent of the Owner. The Contractor shall not assign, by power of attorney or otherwise, any the money payable under this contract unless by and with the like consent of the Owner to be signified in like manner. No right under this contract, nor to any money due or to become due hereunder, shall be asserted in any manner against said Owner, or persons acting for the Owner, by reason of any so-called assignment of this contract or any part thereof, unless such assignment shall have been authorized by the written consent of the Owner. In case the Contractor assigns all, or any part of, any moneys due or to become due under this contract; the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor, shall be subject to all prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

Should any subcontractor fail to perform in a satisfactory manner, the work undertaken by them, their subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

GC-36. SUSPENSION OF WORK ON NOTICE. The Contractor shall delay or suspend the progress of the work or any part thereof, whenever they shall be so required by written order of the Owner or Engineer, and for such periods of time as it or they shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of the work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions. Such order of the Owner or Engineer shall not otherwise modify or invalidate in any way of the provisions of this contract. In the event that the work shall be stopped by order of the Owner or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

GC-37. LOSSES FROM NATURAL CAUSES. All loss or damage arising out of the nature of the work to be done, or from the action of the elements or from floods or overflows, or from ground water or from unusual obstruction or difficulties, or any other natural or existing circumstances either unknown or unforeseen, which may be encountered in the prosecution of the said work, shall be sustained and borne by the Contractor at their own cost.

GC-38. LAWS AND ORDINANCES. The Contractor shall keep fully informed of all existing and current regulations of the Owner, and County, State and National Laws which in any way

limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. They shall, at all times, observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and Owner's officers and agents against any claims or liability from or based on any violation of the same.

GC-39. SANITARY REGULATIONS. In general, the operation of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of disease.

GC-40. CHARACTER OF WORKERS. The Contractor shall employ only workers who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

In all cases, local labor shall be give preference when available.

Whenever the Engineer shall notify the Contractor that any person on the work is, in their opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language to any person representing the Owner when on the work, such person shall be immediately discharged from the work and shall not be reemployed thereon except with the consent of the Engineer.

GC-41. SUNDAY, HOLIDAY, AND NIGHT WORK. No work shall be done between the hours of 7 P.M. and 7 A.M. nor on Sundays or legal holidays, without the approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of any emergency.

GC-42. UNFAVORABLE CONSTRUCTION CONDITIONS. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine their operations to work which will not be affected adversely thereby. No portion of the work shall be constructed under conditions which would affect adversely the quality or efficiency thereof unless, by special means or precautions approved by the Engineer, the Contractor shall be able to perform the work in a proper and satisfactory manner.

GC-43. BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK. The Contractor shall, after being instructed to do so in a written notice from the Owner, commence the work to be done under this contract on or before the date designated in the written order. The rate of progress shall be such that the work shall have been completed in accordance with the terms of the contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor may be required to furnish the Engineer with a tentative schedule setting forth in detail the procedure they propose to follow, and give the dates on which they expect to start and to complete separate portions of the work. If, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

GC-44. HINDRANCES AND DELAYS. In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time

therein fixed, they have taken into consideration and made allowances for all hindrances and delays incident to such work whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this contract, except as provided in Suspension of Work on Notice, paragraph GC-37.

GC-45. EXTENSIONS OF TIME. Should the Contractor be delayed in the final completion of the work by any act or neglect of the Owner or Engineer, or of any employee of either, or by any other contractor employed by the Owner, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the Owner. However, the Contractor shall give the Owner and the Engineer prompt notice in writing of the cause of delay in each case.

Extensions of time shall not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to insure delivery when needed.

GC-46. BARRICADES AND LIGHTS. All streets, roads, highways, and other public thorough-fares which are closed to traffic, under the authority of a proper permit, shall be protected by means of effective barricades on which shall be placed acceptable warning signs, such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare. Contact with the Fire Department, Police Department and the Ambulance Services shall be maintained at all times.

All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights. Materials stored upon or alongside public streets and highways shall be so placed, and the work, at all times, shall be so conducted as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, warning lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within highway rights-of-way, as required by the authority having jurisdiction.

GC-47. FENCES. All existing wire or other types of fences shall be maintained by the Contractor until the completion of the work affected thereby, unless written permission is obtained from the owner and tenant thereof to leave an interfering fence dismantled for an agreed period of time. Where fences must be maintained, gates shall be kept closed and locked during times that passage through the fence is not necessary.

On completion of the work across any tract of land, the Contractor shall restore all fences to their original or to a better condition and quality, purchasing new materials to replace all materials lost, damaged or destroyed. Temporary gates installed by the Contractor in any fence line may be left in place with the permission of the Owner and tenant of such fence.

All materials used in permanent fence replacement shall be approved by the Engineer.

GC-48. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon their failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer ordering such removal, the condemned material or structures may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

GC-49. PLACING WORK IN SERVICE. If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose. Such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this contract is finally accepted and for a year thereafter as stipulated under Defective Workmanship and Materials.

GC-50. DISPOSAL OF TRASH AND DEBRIS. The Contractor shall not allow the site of the work to become littered with trash and debris but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is waste material or rubbish and the manner and place of disposal. On or before the completion of the work, the Contractor shall, without charge, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by them, and shall remove all rubbish of every kind from the tracts or grounds which they have occupied and shall leave them in first-class condition.

GC-51. DEFECTIVE WORKMANSHIP AND MATERIALS. During a period of one year from and after the date of the final acceptance by the Owner of the work embraced by this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner shall become necessary during such period. The Contractor shall not be responsible for repairing any damage resulting from cuts made in the pavement by plumbers, public utilities, or any other parties; and shall not be liable for making repairs of damages due to gross overloads of traffic. If within ten (10) days after the mailing of a notice in writing to the Contractor, or their agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense; providing, however, that in case of an emergency where, in the judgment of the Owner delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

GC-52. ESTIMATED QUANTITIES. The Contractor agrees that the quantities of work as stated in their proposal or indicated on the plans, are only approximate, and that during the progress of the work the Owner may find it advisable, and they shall have the right, to omit portions of the work and to increase or decrease the quantities, and that the Owner reserves the right to add to or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this contract, which is not actually performed and which has not actually entered into the construction of said improvement.

GC-53. Reserved.

GC-54. FINAL ESTIMATE OF PAYMENT. After official approval and acceptance of the work by the Owner, the Contractor shall prepare a final estimate of quantities of the work done under this contract. The Engineer shall verify these quantities and may request a Contractor's representative to assist in the field verification of the submitted quantities. The Engineer will then prepare a final estimate. The final estimate shall be approved and signed by an authorized representative of both the Owner and the Contractor. The Owner shall, within thirty (30) days after said final estimate is approved, pay the entire sum so found to be due hereunder, after deducting all amounts to be kept and retained under any provision of this contract. All prior estimates and payments shall be subject to correction in the final estimate and payment; but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the Owner, shall be conclusive evidence of the work done and materials furnished.

GC-55. BONDS. Each Contractor to whom work is awarded is required to furnish a Performance Bond to the City of Lawrence, Kansas, Owner, in an amount equal to 100 percent of the amount of the contract awarded in each case. In addition, each Contractor shall furnish a Statutory Bond to the State of Kansas, as required by statute, to guarantee the payment of all labor and material bills.

Each bond shall be executed on the form attached hereto, signed by a Surety Company authorized to do business in the State of Kansas and acceptable as Surety to the Owner, and countersigned by a Kansas agent.

With each bond there shall be filed with the Owner one copy of "Power of Attorney," certified to include the date of the bond.

GC-56. TAXES AND SALES TAX EXEMPTION. All taxes that are lawfully assessed against the Owner or Contractor in connection with the work shall be included in the contract price and paid by the Contractor.

Within ten (10) days after the date of the contract, the Owner will provide a Kansas sales tax exemption certificate number to the Contractor. The Contractor and each subcontractor must furnish the exemption certificate number to each supplier on Kansas Sales Tax Division Form STD 74. The exemption certificate number shall be placed on all invoices for materials to be incorporated in the work. All invoices shall be held by Contractor for 5 years and shall be subject to audit by the Director of Taxation.

Upon completion of the work, the Contractor shall file with the Owner on a form provided by the Director of Taxation, a sworn statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailers Sales Tax and the Kansas Compensating Tax.

The Contractor shall assume full responsibility for proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate number.