

RESOLUTION NO. 24-2021

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI, APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND MID-AMERICA POOL RENOVATION, INC.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Mid-America Pool Renovation, Inc., for renovation of the interiors of the Artesian Park pools; and

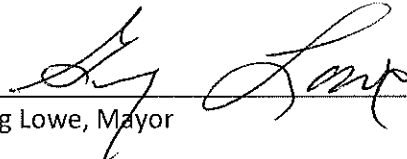
WHEREAS, Mid-America Pool Renovation, Inc., desires to provide such services; and

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

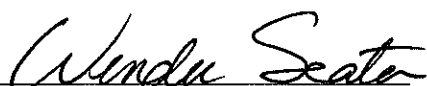
**Section 1.** The Agreement with Mid-America Pool Renovation, Inc. (Exhibit A) is hereby approved.

**Section 2.** The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 21<sup>st</sup> day of December, 2021.

  
Greg Lowe, Mayor

ATTEST

  
Wendee Seaton, City Clerk



**CONTRACTOR MASTER SERVICES AGREEMENT  
FOR  
ARTESIAN PARK OUTDOOR POOL RENOVATION**

**THIS AGREEMENT** dated this 21<sup>st</sup> day of December, 2021 by and between the City of Clinton, (herein "City") and Mid-America Pool Renovation (herein "Contractor").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with repairs and resurfacing of the Artesian Park Outdoor Pool as specified in the Proposal and Scope of Work submitted to the City and the Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all such products and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:

1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the

options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

**1.2 Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed no later than May 1, 2022.

**1.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Contractor to provide work on an hourly fee plus expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

**1.4 Signatures** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

**1.5 Contract Documents** The Contract shall consist of the following documents, in this order of priority:

- A. REQUEST FOR BID
- B. BID RESPONSE
- C. AGREEMENT
- D. NOTICE OF AWARD
- E. NOTICE TO PROCEED
- F. ALL ADDENDA AND CHANGE ORDERS

**2. Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City or according to a negotiated payment schedule. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

**3. City Responsibilities** - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. **Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unpaid payment.

5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

**6.3 Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

**6.4 Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

**6.5 Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contractor.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

**6.6 Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

**6.7 Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground 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, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations 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 this agreement

provides for alternations in, additions to, or the underpinning of an existing structure or structures.

**6.8 Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.

**7. Indemnification** - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

**8. Delegation and Subcontracting** - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

**8.1** The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. **City Authorization** - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.

12. **Period of Services and Termination** – The period of performance under this agreement shall be no later than May 1, 2022. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of

termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Prevailing Wage** – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 28 attached hereto as Exhibit B, to the extent the bid amount exceeds \$75,000.

14. **Liquidated Damages** - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City two hundred fifty dollars (\$250.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

15. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or SubContractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

19. **Performance and Payment Bonds**

**Payment Bond:** To the extent that the bid exceeds \$50,000, the successful bidder shall furnish to the City a payment bond with good and sufficient sureties to cover the cost for payment of the following:


- Any and all materials incorporated, consumed, or used in connection with the construction of the Work; and
- All insurance premiums, both for compensation, and for all other kinds of insurance, for the Work; and
- All labor performed in the Work, whether by subcontractor or otherwise.

**Performance Bond:** To the extent that the bid exceeds \$50,000, the successful bidder shall provide the City a performance bond guaranteeing that the contract for the Work will be completed according to its terms, including price and time, with good and sufficient sureties to cover 100% of the cost of the entire construction contract, including, if authorized, increases to cover change orders to such contract.

20. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**CONTRACTOR**

  
BY: Austin Kateusz  
TITLE: President

DATE: 12/22/2021

**CITY OF CLINTON**

  
Greg Lowe, Mayor

DATE: 12.21.21



# AIA Document A312™ – 2010

## Performance Bond

Bond Number: UCSX158X-1097

**CONTRACTOR:**

*(Name, legal status and address)*

Mid America Pool Renovations, Inc.  
5929 E 154th Terrace  
Grandview, MO 64030

**OWNER:**

*(Name, legal status and address)*

City of Clinton  
105 East Ohio Street  
Clinton, MO 64735

**CONSTRUCTION CONTRACT**

Date: 12/21/2021

Amount: \$530,945.00

**Description:**

*(Name and location)*

Artesian Park Outdoor Pool Renovation

**BOND**

Date: 12/29/2021

*(Not earlier than Construction Contract Date)*

Amount: \$530,945.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Mid America Pool Renovations, Inc.

Signature:   
Name: *Austin Kalkauskas*  
and Title: *President*

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**SURETY**

Company: *(Corporate Seal)*

United Casualty and Surety Insurance Company

Signature:   
Name and Title: *Omar G. Guerra, Attorney In Fact*

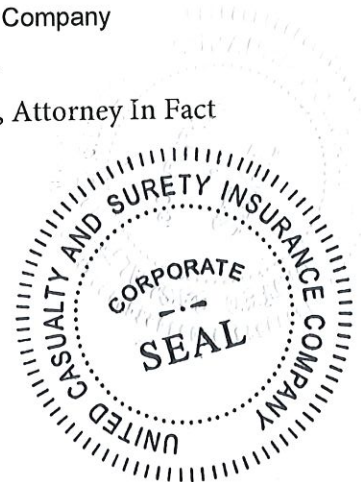
**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# AIA Document A312™ – 2010

## Payment Bond

Bond Number: UCSX158X-1097

**CONTRACTOR:**

*(Name, legal status and address)*  
Mid America Pool Renovations, Inc.  
5929 E 154th Terrace  
Grandview, MO 64030

**SURETY:**

*(Name, legal status and principal place of business)*  
United Casualty and Surety  
Insurance Company  
233 Needham Street, Suite 440  
Newton, MA 02464

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

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

*(Name, legal status and address)*  
City of Clinton  
105 East Ohio Street  
Clinton, MO 64735

**CONSTRUCTION CONTRACT**

Date: 12/21/2021

Amount: \$530,945.00

**Description:**

*(Name and location)*  
Artesian Park Outdoor Pool Renovation

**BOND**

Date: 12/29/2021  
*(Not earlier than Construction Contract Date)*

Amount: \$530,945.00

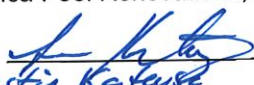
Modifications to this Bond:  None  See Section 18

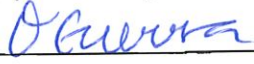
**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Mid America Pool Renovations, Inc.

**SURETY**

Company: *(Corporate Seal)*  
United Casualty and Surety Insurance Company

Signature:   
Name: *Austin Kaye*  
and Title: *Presi Dent*

Signature:   
Name and Title: Omar G. Guerra, Attorney In Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

**POWER OF ATTORNEY**

**Agency No. 172158**

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Jeffrey L. Booth, David R. Brett, Michael J. Brown, Jason S. Centrella, James E. Feldner, Omar G. Guerra, James A. Mallis, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

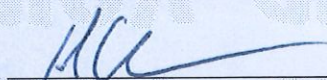
Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of May, 2021.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company


  
 \_\_\_\_\_  
 Joel R. Chachkes, Treasurer

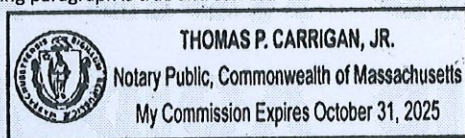
**Corporate Seals**

Commonwealth of Massachusetts  
 County of Suffolk ss:

On this 5<sup>th</sup> day of May, 2021, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal.

  
 \_\_\_\_\_ (Seal)  
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025




I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

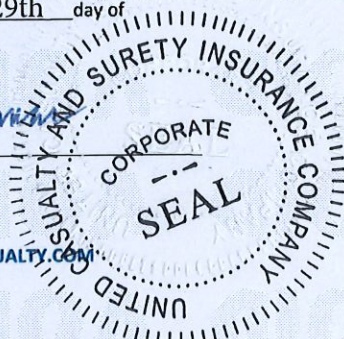
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 29th day of

December, 2021

**Corporate Seals**



  
 \_\_\_\_\_  
 Robert F. Thomas, President





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2021

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

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

<b>PRODUCER</b> HUB International Mid-America 9200 Ward Parkway Suite 500 Kansas City MO 64114	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 816-708-4600 <b>E-MAIL ADDRESS:</b> HUB-KC.Certificates@HUBInternational.com	<b>FAX (A/C, No):</b> 816-203-4425	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Mid-America Pool Renovation, Inc. 5929 East 154th Terrace Grandview MO 64030	MIDAM03	<b>INSURER A:</b> American Casualty Co of Reading PA <b>INSURER B:</b> Transportation Insurance Company <b>INSURER C:</b> National Fire Insurance Company of Hartford <b>INSURER D:</b> Continental Casualty Company <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20427 20494 20478 20443

**COVERAGES**

CERTIFICATE NUMBER: 1382389480


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		4020096140	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		4020096137	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		4020096123	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC650490916	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Builders Risk			4020096140	10/1/2021	10/1/2022	Limit/Ded 75,000/2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Artesian Park Outdoor Pool Renovation; City of Clinton is Additional Insured as respects the General, Auto and Umbrella Liability policies. Umbrella Liability policy responds to and follows form over the above captioned General, Auto and Workers Compensation policies. 30 day cancellation notice to the certificate holder, 10 days for non-payment when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Clinton 105 E. Ohio Street Clinton MO 64735	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



# REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

**Thursday, December 9, 2021 AT 10:00 AM**

The City of Clinton, Missouri ("City"), is inviting bids from qualified vendors for the following project:

## **Artesian Park Outdoor Pool Renovation**

### **Statement of Intent**

The City intends to repair and resurface a 9,500 s.f. (est.) pool, with depth ranges from 3 ft.-6 in. to 11 ft., and a 459 s.f. (est.) children's pool, with depth ranges from 8 in. to 20 in., per attached drawing showing pool layouts and dimensions.

### **Scope of Work**

#### **Pools**

- Hydro-blast to remove existing paint and plaster.
- Remove all hollow lifted areas or blisters.
- Sand the surface, as needed.
- Completely clean the prepared surface with additional hydro-blasting.
- Repair all structural and stress cracks.
- Install a penetrating, sub-surface sealing protective barrier system.
- Install a standard-color reinforced polymeric composite surface system (INTER-GLASS® or comparable product), gutters and coping included. Bid submittal must include product specification information.
- Install contrasting standard-color tiles to denote edges of all steps and benches.
- Install 12 tiled racing lanes and targets.
- Install 6" waterline tiles, with depth-marking tiles installed at a minimum of 25-foot intervals around the waterline.
- Provide a 25-year materials and labor warranty. Bid submittal must include warranty information.

#### **General Provisions**

- Bidders must set up a time to meet with John McClendon (Park Maintenance Supervisor) by calling (660) 525-4114 between 8am – 3pm, Monday thru Friday, to view project site and take measurements.
- All work must be completed no later than May 1, 2022.

- Bid price shall include ALL costs related to the project, including but not limited to the bid process, labor, materials, clean-up, bonds, mobilization, administration and legal review.
- The project is tax exempt.
- Each bidder shall submit bid security in the form of a certified check or a cashier's check for 5% of the bid amount. Checks will be returned to unsuccessful bidders after bid has been awarded. The check will be returned to the successful bidder upon execution of the attached Contractor's Master Services Agreement and the submission of all required documents, by the stated deadline. Failure to execute the agreement by the stated deadline will result in the forfeiture of the 5% bid security check.
- Submission of bid indicates an intent to execute the attached agreement, if selected.
- Submittal must include at least three (3) references for comparable projects, listing: location, date of project and point of contact.
- An executed Contractor Master Services Agreement and all required documents shall be provided to the City within fourteen (14) days of the issuance of the Notice of Award by the City.

### **Submittal of Bids**

Bidders shall submit bids to:  
**Clinton City Hall**  
**Attn: Deborah**  
**105 E. Ohio, Clinton, Missouri, 64735**

Bids will be accepted until **10:00 a.m. on Thursday, December 9, 2021**. Products and prices included in the bid may not be withdrawn for a period of fourteen (14) days after the date of bid opening without the express written consent of the City. **Submission of bid indicates an intent to execute the attached agreement, if selected.**

### **Bid Opening**

All bids will be publicly opened and read aloud at Clinton City Hall at **10:00 a.m. on Thursday, December 9, 2021**.

### **Specific Requirements for Bids**

#### **Prevailing Wages**

If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 28 attached hereto, to the extent the bid amount exceeds \$75,000.

#### **Construction Safety Training**

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to (1) provide; and (2) require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. The training must be completed within sixty (60)

days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

#### **Federal Work Authorization Program and Proof of Lawful Presence**

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
- E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at [www.uscis.gov/everify](http://www.uscis.gov/everify).
- Bidders shall also sign and submit with the bid an affidavit (Exhibit C) affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

#### **Bonds**

**Payment Bond:** To the extent that the bid exceeds \$50,000, the successful bidder shall furnish to the City a payment bond with good and sufficient sureties to cover the cost for payment of the following:

- Any and all materials incorporated, consumed, or used in connection with the construction of the Work; and
- All insurance premiums, both for compensation, and for all other kinds of insurance, for the Work; and
- All labor performed in the Work, whether by subcontractor or otherwise.

**Performance Bond:** To the extent that the bid exceeds \$50,000, the successful bidder shall provide the City a performance bond guaranteeing that the contract for the Work will be completed according to its terms, including price and time, with good and sufficient sureties to cover 100% of the cost of the entire construction contract, including, if authorized, increases to cover change orders to such contract.

#### **City Business License Requirement**

Bidders are informed that the successful bidder will be required to obtain or prove possession of a valid business license issued by the City of Clinton pursuant to Sec. 27-42 of the City Code.

#### **Insurance Requirements**

Bidders are informed that the successful bidder will be required to provide proof of insurance coverage, as stated in the attached Contractor Master Services Agreement, 6. Insurance Requirements.

#### **United States and Local Products Preference**

Bidders are informed that the Missouri Domestic Products Procurement Act (Sections 34.350 to 34.359, RSMo) requires manufactured goods or commodities used and supplied in the performance of a contract for construction, alteration, repair, or maintenance of any public works, which contract is valued at \$25,000 or more, to be manufactured or produced in the United States.

## **General Provisions Related to the Bidding Process**

### **Reservation of Rights**

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the City of Clinton, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

### **Errors and Omissions by the City**

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

### **Pre-Bid Requirements**

Bidders are required to contact John McClendon, Clinton Parks & Recreation, calling (660) 525-4114 between 8am – 3pm, Monday thru Friday to make arrangements to view the project site and take measurements prior to submitting bid.

### **Interpretation of Specifications or other Contract Documents Prior to Bidding**

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to Christy Maggi, City Administrator, [CMaggi@CityofClintonMO.com](mailto:CMaggi@CityofClintonMO.com), requesting an interpretation or correction of the Invitation for Bids documents not later than 10:00 a.m., December 2, 2021. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be mailed or delivered to each bidder of record not less than forty-eight (48) hours prior to bid opening.

### **Questions Regarding Technical Specifications**

Any and all questions regarding the technical specifications shall be directed to John McClendon, Clinton Parks & Recreation, (660) 525-4114. Any material changes to the bid specifications arising as a result of such questions shall be approved by the City in writing and mailed or delivered to each bidder of record not less than five (5) days prior to bid opening.

### **Prices**

All costs shall be included in the bid price. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

### **Payment**

All items, including labor and materials for the Work will be paid in a single lump sum payment, within thirty (30) days after the latest of the following occurrences:

- The completion date of the contracted work and inspection by City;
- The date upon which the written invoice for such services is delivered by hand, or by U.S. mail, to Clinton City Hall, 105 E. Ohio, Clinton, Missouri, 64735;

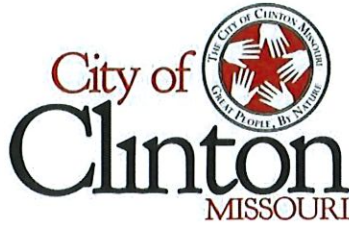
or according to a negotiated payment schedule.

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 34.057 and 34.058, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Section 34.057.5, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Section 34.057.1(8), RSMo.

**Commencement and Completion of Work**

Work must be completed no later than May 1, 2022. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.



# BID FORM

BIDS TO BE RECEIVED NO LATER THAN:

**Thursday, December 9, 2021 AT 10:00 AM**

## Artesian Park Outdoor Pool Renovation

### Statement of Intent

The City intends to repair and resurface a 9,500 s.f. (est.) pool, with depth ranges from 3 ft.-6 in. to 11 ft., and a 459 s.f. (est.) children's pool, with depth ranges from 8 in. to 20 in., per attached drawing showing pool layouts and dimensions.

### Scope of Work

#### **Pools**

- Hydro-blast to remove existing paint and plaster.
- Remove all hollow lifted areas or blisters.
- Sand the surface, as needed.
- Completely clean the prepared surface with additional hydro-blasting.
- Repair all structural and stress cracks.
- Install a penetrating, sub-surface sealing protective barrier system.
- Install a standard-color reinforced polymeric composite surface system (INTER-GLASS® or comparable product), gutters and coping included. Bid submittal must include product specification information.
- Install contrasting standard-color tiles to denote edges of all steps and benches.
- Install 12 tiled racing lanes and targets.
- Install 6" waterline tiles, with depth-marking tiles installed at a minimum of 25-foot intervals around the waterline.
- Provide a 25-year materials and labor warranty. Bid submittal must include warranty information.

#### **General Provisions**

- Bidders must set up a time to meet with John McClendon (Park Maintenance Supervisor) by calling (660) 525-4114 between 8am – 3pm, Monday thru Friday, to view project site and take measurements.
- All work must be completed no later than May 1, 2022.
- Bid price shall include ALL costs related to the project, including but not limited to the bid process, labor, materials, clean-up, bonds, mobilization, administration and legal review.

Initials \_\_\_\_\_

- The project is tax exempt.
- Each bidder shall submit bid security in the form of a certified check or a cashier's check for 5% of the bid amount. Checks will be returned to unsuccessful bidders after bid has been awarded. The check will be returned to the successful bidder upon execution of the attached Contractor's Master Services Agreement and the submission of all required documents, by the stated deadline. Failure to execute the agreement by the stated deadline will result in the forfeiture of the 5% bid security check.
- Submission of bid indicates an intent to execute the attached agreement, if selected.
- Submittal must include at least three (3) references for comparable projects, listing: location, date of project and point of contact.
- An executed Contractor Master Services Agreement and all required documents shall be provided to the City within fourteen (14) days of the issuance of the Notice of Award by the City.

**Bid Amount:** \$ \_\_\_\_\_

Bids should be mailed, hand-delivered, emailed or faxed to:  
 Deborah Nelson, City of Clinton, 105 E. Ohio Street, Clinton, MO 64735;  
[dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or 660-885-2023 (fax).

Bids submitted after the deadline will be rejected.

*The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.*

The undersigned hereby offers to furnish the items as specified at the terms stated above.

**SIGNATURE**

Name/Company: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_  
 (Authorized Representative)

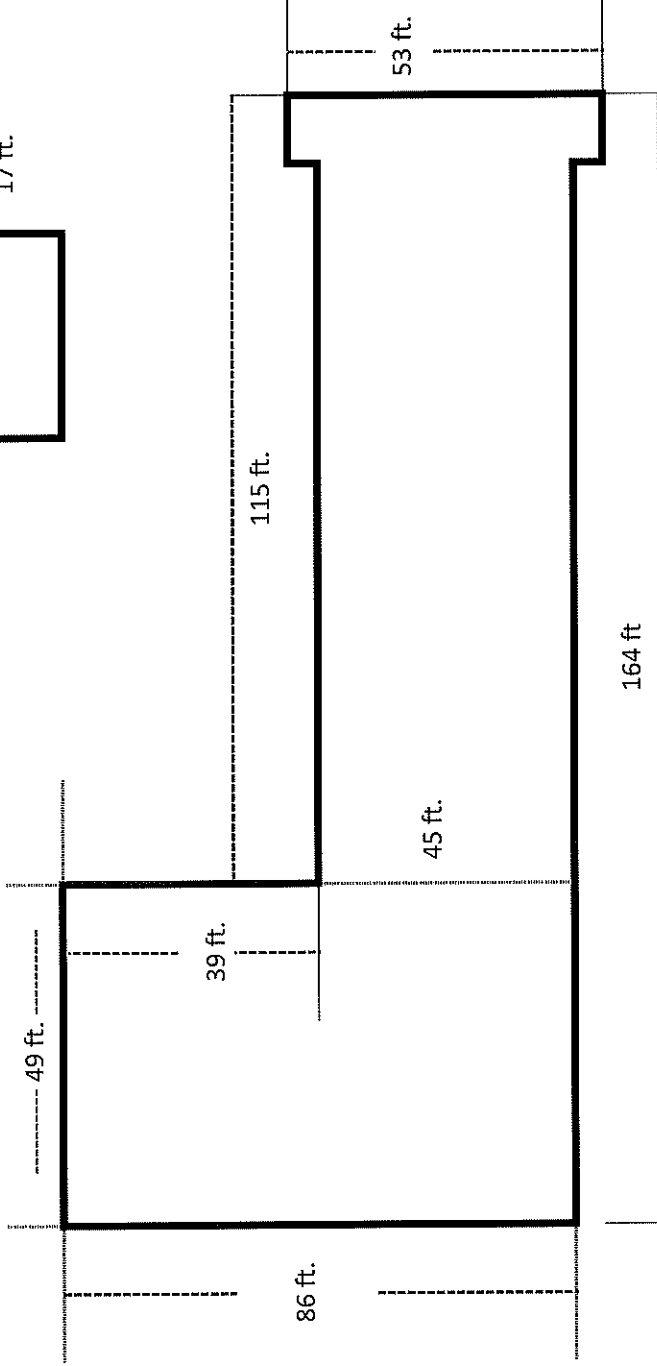
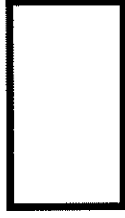
Date: \_\_\_\_\_

# ARTESIAN PARK OUTDOOR POOL RENOVATION

(interior dimensions are approximate)

Children's Pool

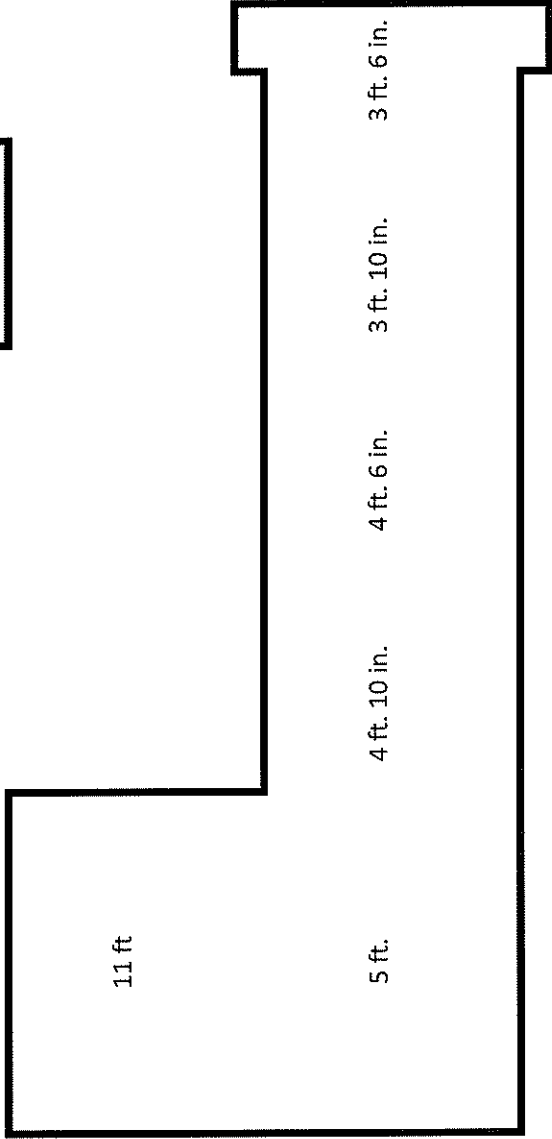
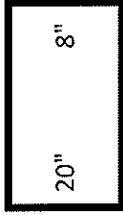
27 ft.



# ARTESIAN PARK OUTDOOR POOL RENOVATION

(depths)

Children's Pool



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 28

Section 042  
**HENRY COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$23.51
Boilermaker	*\$23.51
Bricklayer	\$56.83
Carpenter	*\$23.51
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$23.51
Plasterer	
Communications Technician	*\$23.51
Electrician (Inside Wireman)	\$65.13
Electrician Outside Lineman	*\$23.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$23.51
Glazier	*\$23.51
Ironworker	*\$23.51
Laborer	\$36.57
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$23.51
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$23.51
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$23.51
Plumber	*\$23.51
Pipe Fitter	
Roofer	*\$23.51
Sheet Metal Worker	*\$23.51
Sprinkler Fitter	*\$23.51
Truck Driver	*\$23.51
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for  
HENRY County

Section 042

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$48.24
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$23.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$40.51
General Laborer	
Skilled Laborer	
Operating Engineer	\$52.58
Group I	
Group II	
Group III	
Group IV	
Truck Driver	
Truck Control Service Driver	*\$23.51
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

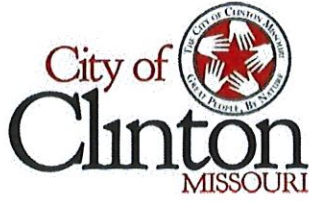
For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



# REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NOT LATER THAN:

**Thursday, December 9, 2021 AT 10:00 AM**

## ADDENDUM #1

to

### Artesian Park Outdoor Pool Renovation

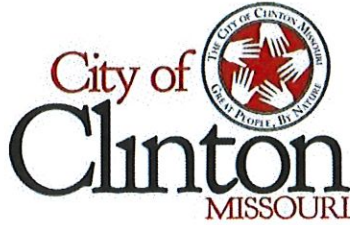
The following changes are made to **Scope of Work**:

Delete:

- Install 6" waterline tiles, with depth-marking tiles installed at a minimum of 25-foot intervals around the waterline.

Add:

- Replace existing stenciled depth markers with tiled depth markers at existing locations.



# BID FORM

BIDS TO BE RECEIVED NOT LATER THAN:

**Thursday, December 9, 2021 AT 10:00 AM**

**PROJECT: Artesian Park Outdoor Pool Renovation**

**REVISED 12/02/2021**

## Scope of Work

### **Pools**

- Hydro-blast to remove existing paint and plaster.
- Remove all hollow lifted areas or blisters.
- Sand the surface, as needed.
- Completely clean the prepared surface with additional hydro-blasting.
- Repair all structural and stress cracks.
- Install a penetrating, sub-surface sealing protective barrier system.
- Install a standard-color reinforced polymeric composite surface system (INTER-GLASS® or comparable product), gutters and coping included. Bid submittal must include product specification information.
- Install contrasting standard-color tiles to denote edges of all steps and benches.
- Install 12 tiled racing lanes and targets.
- ~~Install 6" waterline tiles, with depth marking tiles installed at a minimum of 25-foot intervals around the waterline.~~
- **Replace existing stenciled depth markers with tiled depth markers at existing locations.**
- Provide a 25-year materials and labor warranty. Bid submittal must include warranty information.

### **General Provisions**

- Bidders must set up a time to meet with John McClendon (Park Maintenance Supervisor) by calling (660) 525-4114 between 8am – 3pm, Monday thru Friday, to view project site and take measurements.
- All work must be completed no later than May 1, 2022.
- Bid price shall include **ALL** costs related to the project, including but not limited to the bid process, labor, materials, clean-up, bonds, mobilization, administration and legal review.

Initials \_\_\_\_\_

- The project is tax exempt.
- Each bidder shall submit bid security in the form of a certified check or a cashier's check for 5% of the bid amount. Checks will be returned to unsuccessful bidders after bid has been awarded. The check will be returned to the successful bidder upon execution of the attached Contractor's Master Services Agreement and the submission of all required documents, by the stated deadline. Failure to execute the agreement by the stated deadline will result in the forfeiture of the 5% bid security check.
- Submission of bid indicates an intent to execute the attached agreement, if selected.
- Submittal must include at least three (3) references for comparable projects, listing: location, date of project and point of contact.
- An executed Contractor Master Services Agreement and all required documents shall be provided to the City within fourteen (14) days of the issuance of the Notice of Award by the City.

**Bid Amount:** \$ \_\_\_\_\_

Bids should be mailed, hand-delivered, emailed or faxed to:  
 Deborah Nelson, City of Clinton, 105 E. Ohio Street, Clinton, MO 64735;  
[dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or 660-885-2023 (fax).

Bids submitted after the deadline will be rejected.

*The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.*

The undersigned hereby offers to furnish the items as specified at the terms stated above.

**SIGNATURE**

Name/Company: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_  
*(Authorized Representative)*

Date: \_\_\_\_\_



# BID FORM

BIDS TO BE RECEIVED NOT LATER THAN:

**Thursday, December 9, 2021 AT 10:00 AM**

## PROJECT: Artesian Park Outdoor Pool Renovation

REVISED 12/02/2021

### Scope of Work

#### **Pools**

- Hydro-blast to remove existing paint and plaster.
- Remove all hollow lifted areas or blisters.
- Sand the surface, as needed.
- Completely clean the prepared surface with additional hydro-blasting.
- Repair all structural and stress cracks.
- Install a penetrating, sub-surface sealing protective barrier system.
- Install a standard-color reinforced polymeric composite surface system (INTER-GLASS® or comparable product), gutters and coping included. Bid submittal must include product specification information.
- Install contrasting standard-color tiles to denote edges of all steps and benches.
- Install 12 tiled racing lanes and targets.
- ~~Install 6" waterline tiles, with depth marking tiles installed at a minimum of 25-foot intervals around the waterline.~~
- Replace existing stenciled depth markers with tiled depth markers at existing locations.
- Provide a 25-year materials and labor warranty. Bid submittal must include warranty information.

#### **General Provisions**

- Bidders must set up a time to meet with John McClendon (Park Maintenance Supervisor) by calling (660) 525-4114 between 8am – 3pm, Monday thru Friday, to view project site and take measurements.
- All work must be completed no later than May 1, 2022.
- Bid price shall include ALL costs related to the project, including but not limited to the bid process, labor, materials, clean-up, bonds, mobilization, administration and legal review.

Initials AK

- The project is tax exempt.
- Each bidder shall submit bid security in the form of a certified check or a cashier's check for 5% of the bid amount. Checks will be returned to unsuccessful bidders after bid has been awarded. The check will be returned to the successful bidder upon execution of the attached Contractor's Master Services Agreement and the submission of all required documents, by the stated deadline. Failure to execute the agreement by the stated deadline will result in the forfeiture of the 5% bid security check.
- Submission of bid indicates an intent to execute the attached agreement, if selected.
- Submittal must include at least three (3) references for comparable projects, listing: location, date of project and point of contact.
- An executed Contractor Master Services Agreement and all required documents shall be provided to the City within fourteen (14) days of the issuance of the Notice of Award by the City.

**Bid Amount:** \$ 530,945.00  
*Five Hundred Thirty Thousand Nine Hundred Forty Five Dollars.*

Bids should be mailed, hand-delivered, emailed or faxed to:  
 Deborah Nelson, City of Clinton, 105 E. Ohio Street, Clinton, MO 64735;  
[dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or 660-885-2023 (fax).  
 Bids submitted after the deadline will be rejected.

*The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.*

The undersigned hereby offers to furnish the items as specified at the terms stated above.

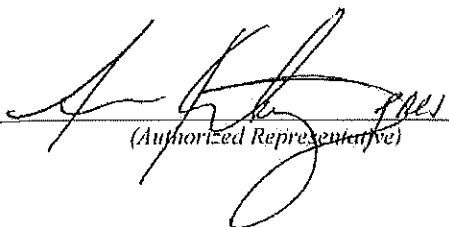
**SIGNATURE**

Name/Company: Mid-America Pool Renovation, Inc.

Phone #: 816-994-3300

Email: austin@poolrenovation.com

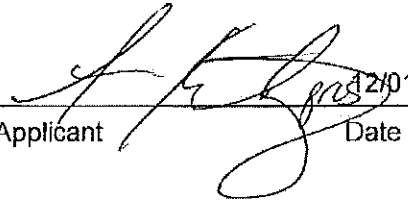
Date: 12/01/2021

By:   
 (Authorized Representative)

**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- 2. I do not have the above documents, but provide an affidavit (copy attached), which may allow for temporary 90 day qualification.
  
- 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

  
Applicant \_\_\_\_\_ Date 12/01/2021

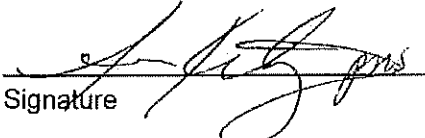
Austin Kateusz  
Printed Name \_\_\_\_\_

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri     )  
  )SS.  
County of Jackson    )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

12/01/2021  
Date

  
Signature

43-1752819  
Social Security Number  
or Other Federal I.D. Number

Austin Kateusz  
Printed Name

On the date above written Austin Kateusz appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public 

My Commission Expires: 12/04/2022

RYAN THOMPSON Notary Public - Notary Seal STATE OF MISSOURI Commissioned for Cass County My Commission Expires: Aug. 12, 2022 ID #14629536
---



# INTER-GLASS®

by Mid-America Pool Renovation, Inc.



INTER-GLASS®  
Premium Pool Interiors

Nearly all our projects include a new pool interior. Due to the corrosive nature of swimming pool water, the pool interior is typically what deteriorates first. We specialize in long lasting interior products and offer only those we can warranty will last.

A premium pool surface, INTER-GLASS® has a 25-Year limited manufacturers warranty on both material and installation. Compared to paint, plaster, vinyl-PVC membranes, or fiberglass products, INTER-GLASS® has long-term cost benefits.

INTER-GLASS® is engineered to become part of your pool structure. It isn't a separate, cover-up liner that just hangs there.

Mid-America Pool Renovation, Inc. is based in Kansas City. INTER-GLASS® is engineered for the tough freeze-thaw climate as well as for indoor environments.

INTER-GLASS® comes in natural colors, poly-aggregate finishes, and gorgeous, luminescent Moon-Glo®. It is non-skid, and all steps and benches are demarked with frost proof ceramic diamond, or solid-rowed tiling to meet State and National Safety standards.

Two key benefits of INTER-GLASS® are its ability to repair cracks and its resistance to pool chemical abuse. It is an inert surface and thus your pool water will require fewer chemicals—a health and cost advantage.

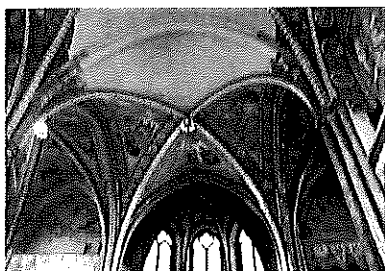
# INTER-GLASS®

## Strong and Flexible

### Polymeric Materials in the 21st Century

Because of their efficient installation, low weight-to-strength ratio, and flexural properties, Polymeric materials play a larger and larger role in general, infrastructure and water containment construction and rehabilitation.

One of the most famous earthquake structural repairs done with Polymeric technology was on the vaults supporting the ceiling and frescos at the Basilica of St. Francis of Assisi in Italy.



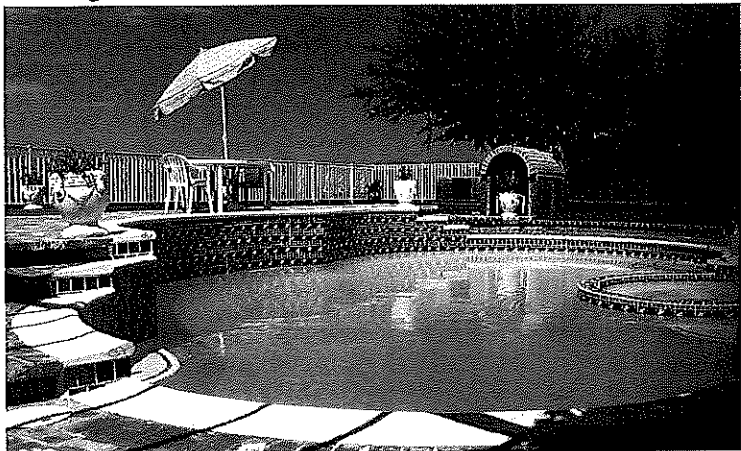
Polymeric resins, Glass, Carbon and Aramid Fabrics were used in repairs for earthquake damage.



Basilica of St. Francis Assisi, Italy

### The California Earthquake Pool

This famous INTER-GLASS® pool is a featured case study in the book *The Swimming Pool* by Tom Griffiths. A plaster pool was severely damaged by an earthquake and shifting hillside.



### The Pool Interior You Can Count On

With thirty years experience applying cement-based pool linings such as pool plaster and Pebblecrete® on pool interiors, in the early 1990's we began offering a premium process: INTER-GLASS®.

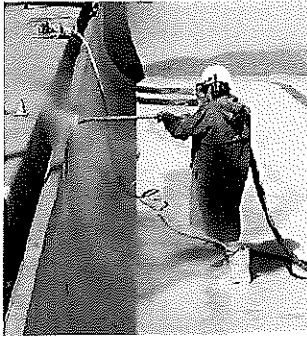
Our experience with pool surfaces and pool renovation allowed us to look at Polymeric installation as more than just simply placing a layer of new material onto any aged surface. We knew that even the best pool products fail without quality surface preparation and attention to detail. Each type of pool construction—concrete, metal, acrylic, or molded fiberglass—requires a specialized installation process.

### Benefits of choosing INTER-GLASS®

- Seals & repairs cracks
- Strength with flexibility
- Becomes part of your pool shell
- Strengthens the aging pool shell
- Seamless
- Reduces pool chemical usage
- Lowers pool maintenance
- Periodic imbalances in pool chemistry will not affect the pool surface
- Cannot shrink, crack or spall like plaster
- Cannot blister like pool paint
- Cannot tear, be punctured, or wrinkle up like Vinyl PVC membranes
- PVC-FREE
- Safe—Exceeds FDA specs for contact with food.
- 25-Year Limited Warranty
- Installed by a company with years of experience and a reputation for quality and service.

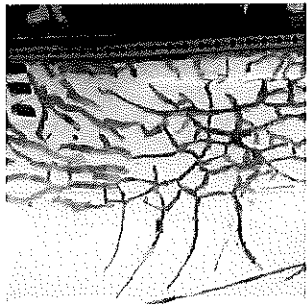
# The INTER-GLASS® Process

The INTER-GLASS® process incorporates deep penetrating and sealing Protective Barrier System technology, along with fully bonded, seamless closed-coat water containment system that becomes an integral part of your pool.



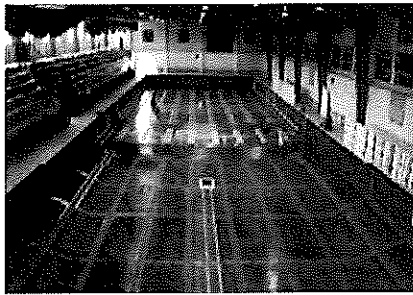
**The first phase** is the prep of your pool's interior surface. The type and extent of prep depends on the type of pool construction, condition of the pool surface, whether the pool is painted, or whether a PVC liner must be removed.

◀ Hydro-blasting paint.



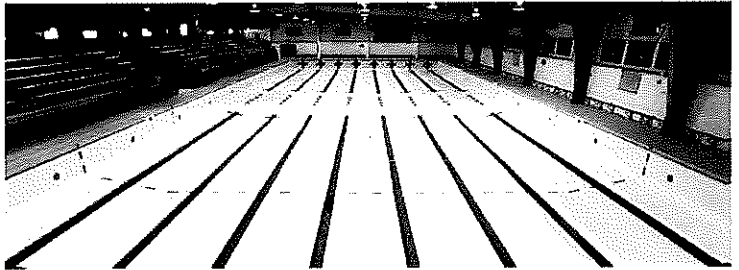
**Next cracks are repaired** with the INTER-GLASS® crack repair system. We use only top-grade products and methods, including biaxial and multi-axial fabrics, and Kevlar® (by DuPont) with special resins for greatest strength, flexibility, and permanence.

**PROTECTIVE BARRIER SYSTEM.** Our penetrating Protective Barrier System bonds to and seals the pool shell. The type of resin used depends on whether the construction is cement, metal or fiberglass. This rubber



modified Barrier System has superior elongation qualities that mold chemically to the INTER-GLASS® resins, creating an impermeable surface that strengthens your pool shell.

**The final phase** is a multi-part process that ensures the surface of your pool is strong and beautiful. INTER-GLASS® gel and fabric is hand applied to ensure custom fit, strength and consistency. It chemically bonds to the penetrating resin and becomes part of your pool shell.

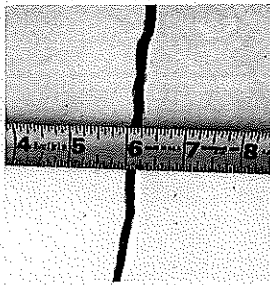


INTER-GLASS® - The Premium Pool Interior

# We make pools beautiful again.

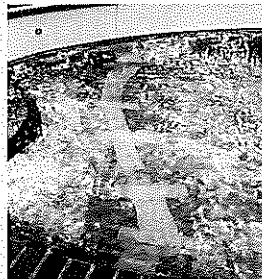
## The INTER-GLASS® Crack Repair System

Structure cracks are ugly and expensive. Water and chemicals must be continually replaced. In addition, if not permanently repaired, cracks allow chemically treated water to reach the reinforcing steel within your pool shell. Such water intrusion causes degradation in the integrity of the pool structure and freeze / thaw damage of the concrete.



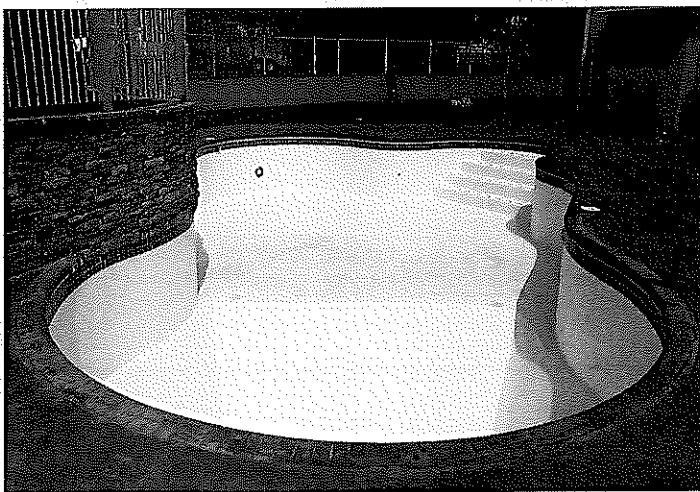
1/4" concrete crack

Crack repair with Kevlar (by DuPont) and special resins

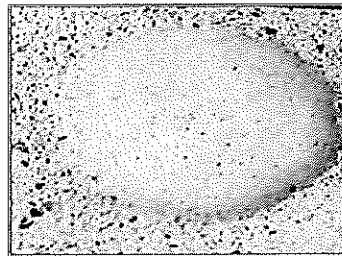


The INTER-GLASS® crack repair system incorporates biaxial and multi-axial fabrics, and Kevlar® (by DuPont) with special penetrating resins to repair and seal structure cracks. Kevlar® (by DuPont) withstands over 400,000 PSI (pounds per square inch).

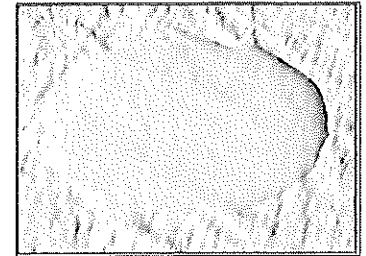
Old panel pool—or new gunite pool?



## The Muriatic "Acid Test"



Acid erodes cement-based Diamond Brite®



Acid doesn't react with INTER-GLASS®

### QUALITIES OF INTER-GLASS®

Light weight	Non-abrasive
Strong	Flexible
Durable	Non-porous
Algae-Resistant	Chemical Resistant

### PROPERTIES OF INTER-GLASS®

Flexural Strength	77F	35,000 psi
Tensile Strength	200F	24,000 psi
Compressive Strength-Rupture/Yield	-	25,000 psi
Melting Temperature	-	245°C
Percent Shrinkage		0.0001

Porosity Resistance	Virtually none at normal application
Pigment Separation	Essentially free of separation
Durability	Color will have significant retention when exposed

### CHEMICAL RESISTANCE OF INTER-GLASS®

Chemical	% by Weight	Temperature
Calcium Chloride	100	210°F
Calcium Hypochloride	100	160°F
Chlorine Wet Gas	100	210°F
Chlorine Dry Gas	100	210°F
Chlorine Water	100	180°F
Copper Chloride	100	210°F
Copper Sulfide	100	210°F
Detergents Sulfonated	100	210°F
Fatty Acids	100	210 °F
Hydrochloric Acid	20-37	180°F
Acid with Chlorine Gas	30	180°F
Potassium Chloride	100	210°F
Soaps	100	210°F
Sodium Bisulfate	100	210°F
Sodium Chloride	100	210°F
Sea Water	100	210°F

# Mid-America Pool Renovation, Inc.

## INTER-GLASS® Reinforced Polymeric System

### INTER-GLASS®

### TECHNICAL SPECIFICATIONS

Compiled and Adapted from National Spa & Pool Institute's (NSPI), now called The Association of Pool & Spa Professionals (APSP), Service Tech Manual, 5th Edition, the National Association of Corrosion Engineers (NACE) COATINGS AND LININGS FOR IMMERSION SERVICE, preparation and application standards from The Society for Protective Coatings (SSPC), Guide to the Use of Materials in Waters, the CSI *MasterFormat*, other chemical and technical publications for the swimming pool, FRP, water containment systems, corrosion prevention industries, and MID-AMERICA POOL RENOVATION, Inc.'s PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION which includes surface preparation and application standards for the INTER-GLASS® Reinforced Polymeric System for surfacing concrete, aluminum, galvanized steel, stainless steel surfaces, acrylic vinyl fiberglass surfaces, vinyl liner swimming pool conversions, and ceramic tile, marker and logo installations.

NOTE: These Specifications are available as a MS Word document file.

## **PART 1-GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to this section.

### **1.02 SUMMARY OF WORK INCLUDED**

- A. Information on MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS® Reinforced Polymeric System of special aquatic and water containment systems and resinous monolithic surfaces, to items and surfaces scheduled, including MID-AMERICA POOL RENOVATION, Inc.'s surface preparation, negative-side waterproofing Barrier coats, ceramic tile installations and filler recommendations.

### **1.03 RELATED WORK**

- A. Related work which is specified elsewhere
1. CONCRETE, DIVISION 03, 03 00 00
    - a. 03 24 00 Fibrous Reinforcing
    - b. 03 25 00 Composite Reinforcing
  2. MASONRY, DIVISION 04, 04 00 00
  3. WOOD, PLASTICS, AND COMPOSITES, DIVISION 06, 06 00 00
    - a. 06 70 00 Structural Composites
  4. FINISHES, DIVISION 09

- a. 09 01 00 Maintenance of Finishes
- b. 09 25 00 Other Plastering
- c. 09 27 00 Plaster Fabrications
- d. 09 30 00 Tiling
- e. 09 90 00 Painting and Coating

5. SPECIAL CONSTRUCTION, DIVISION 13, 13 00 00

## 1.04 REFERENCES

1. American Society for Testing and Materials (ASTM)
  - a. ASTM D 4259 - 88 (Reapproved 2012), Standard Practice for Abrading Concrete.
  - b. ASTM D 4258 - 05 (Reapproved 2012), Standard Practice for Surface Cleaning Concrete for Coating.
  - c. ASTM D 5295 - 00, Standard Guide for Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems
2. International Concrete Repair Institute (ICRI)
  - a. Concrete Repair Manual, Fourth Edition, Volumes 1 & 2
  - a. Guideline No. 310.1R-2008, Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion.
  - b. Guideline No. 03732, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays
  - c. Guideline No. 03733, Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces
  - d. Guideline No. 03731, Guide for Selecting Application Methods for the Repair of Concrete Surfaces
3. American Concrete Institute (ACI)
  - a. ACI 440.2R-02, Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures
4. Concrete Repair Manual, Volumes 1, 2 (Joint Publications of the ACI and ICRI)
5. Society for Protective Coatings (SSPC)
  - a. Surface Preparation Specifications and Practices
  - b. SSPC-VIS 2, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces
6. Guide to the Use of Materials in Waters (NACE)
7. Association of Pool & Spa Professionals (APSP)

- a. BASIC POOL & SPA TECHNOLOGY, 4th Edition
- 8. National Plasterers Council
  - a. Technical Manual, Sixth Edition
- 9. National Association of Corrosion Engineers (NACE)
  - a. COATING & LININGS FOR IMMERSION SERVICE
- 10. The Society for Protective Coatings (SSPC)
  - a. The INSPECTION of COATINGS and LININGS
- 11. International Standards Organization (ISO)
  - a. The Rust Grade Book
- 12. Mid-America Pool Renovation, Inc. Practical Guide Book for INTER-GLASS® Installation (Proprietary)

## 1.05 DEFINITIONS AND ACRONYMS

**AFRP:** Aramid Fiber-Reinforced Polymer

**Aramid:** Heat and flame resistant reinforcement fabric

**Barcol Reading:** Measurement and determination of a hardness of a material

**Barrier Coat, Barrier System:** Material used to isolate a coating or surface system from a sub-surface to which it is applied to prevent chemical or physical interaction between the two.

**Catalyst:** Substance that initiates and speeds the rate of polymerization, (hardener).

**CFRP:** Carbon Fiber-Reinforced Polymer

**Composite:** Material or substance created by a combination of two or more independent materials or substances.

**Creep:** Change, including incremental movement over time of a material under load.

**Cure:** Changing the properties of a thermosetting material or composite to a hardened state by temperature rise or other reactions. In thermosetting materials or composites, cure is irreversible.

**Debonding:** Separation at the point of the subsurface and the contact material or the contact composite.

**Degradation:** Detrimental change in the quality of a material through physical, mechanical or chemical wear

**Delamination:** Separation in the bond between a material and substrate, or separation between layers of a material.

**DCOF:** Dynamic Coefficient of Friction measuring the Slip Resistance of surface.

**Elastomer, Elastomeric:** A natural or synthetic polymer which at room temperature can be stretched repeatedly to at least twice its original length, and then return to its original length when the tensile force is removed.

**Epoxy Resin:** Thermosetting polymer created through a reaction of an Epichlorohydrin, Bisphenol A, or F, and an amino hardener.

**Fabric:** Woven, non-woven, stitched or knitted cloth material.

**Fatigue:** Weakening and or fracturing of a material or composite identified by brittle type cracking characteristics and caused by repeated applied loading stresses.

**Fiberglass:** A manufactured composite material using glass fibers, resin, and a catalyst.

**Flexural Strength:** Measurement of the maximum strength a material can withstand while being bent under a load before breaking

**FRP:** Fiber Reinforced Polymer

**GFRP:** Glass Fiber Reinforced Polymer

**Hydro-Blasting, Ultra High Pressure Water Jetting:** Water blasting in the range of 10,000 psi - 40,000 psi.

**INTER-GLASS®:** Glass & Aramid Reinforced Polymeric System

**Isophthalic Resin:** A high molecular weight resins with good chemical & thermal resistance.

**Mat:** A glass fibrous material composed of random filament strains of irregular shape and sizes for use with Polymeric Resins and Gels.

**Modulus:** Rate of change of strain as a function of stress

**Negative Side Water-proofing:** An application wherein the waterproofing system and source of hydrostatic pressure are on opposite sides of the structure.

**NPG (Neo-pentyl-glycol) Resin:** A resin with developed properties such as having a high molecular weight, superior chemical and thermal resistance, being highly hydrophobic and UV stable, and having a high gloss potential.

**Polyester Resin:** A synthetic, thermosetting resin product of dicarboxylic acid and dihydroxy alcohol.

**Polymer (Polymeric):** Structural units of molecules of a substance that repeat any number of times. Also, large molecules produced by a chemical process utilizing reactions through heat and energy.

**Polyurethane:** A coating that is a combination of an isocyanate and member of the hydrogen group.

**Resin:** Liquid Polymeric material that when catalysed forms a hard, rigid substance.

**Shelf Life:** Period of time that materials can be used if stored under manufacturers recommendations.

**Tensile Strength:** Measurement of the maximum strength a material can withstand while being stretched or pulled before failing or breaking.

**Thermoset:** A resin that when catalysed hardens and cannot be melted or reshaped for further use.

**Vinyl Ester Resin:** A binding, thermosetting resin for glass fibers and adhesives.

**VOC:** Carbon based volatile organic compounds.

## 1.06 SYSTEM DESCRIPTION

Types of special coating systems required for the project include:

Special Polymeric Aquatic Coatings for Submerged Environmental Use:

INTER-GLASS® systems developed for submerged environmental conditions, comprised of a negative-side waterproofing Barrier Coat, bonding agents, additives, and glass fibers forming an integral, fully-bonded, water tight coating system for surface sealing and ceramic tile installations.

## 1.07 QUALITY ASSURANCE

**A. Manufacturer / Installer Materials:** MID-AMERICA POOL RENOVATION, Inc. has over 25-Years of successful experience as a one-source provider in the manufacturing and installing of INTER-GLASS®.

1. Mid-America Pool Renovation, Inc. shall provide Daily documented report sheets during the installation process gauging the control processes used that influence installation.

**B. Source Responsibility & Compatibility:** MID-AMERICA POOL RENOVATION, Inc. will provide and apply a sample of *SpecialRESIN* and other undercoat materials compatible with the finish coat INTER-GLASS®.

**C. Coordination of Work:** MID-AMERICA POOL RENOVATION, Inc. will review job conditions, materials, and substrate system and notify the Architect or Owner of any problems anticipated in using the INTER-GLASS® SYSTEM coating that is specified.

**D. Field Samples:** On actual wall and floor surfaces, MID-AMERICA POOL RENOVATION, Inc. will duplicate coating finishes of prepared INTER-GLASS® samples.

**E. Material Quality:** MID-AMERICA POOL RENOVATION, Inc. will provide the best quality grade of INTER-GLASS®. INTER-GLASS® is manufactured for submerged environmental conditions, including chlorine, muriatic acid and other swimming pool chemicals. Finish materials not displaying MID-AMERICA POOL RENOVATION, Inc.s' identification will not be acceptable.

Federal specifications establish a minimum quality level for coating materials, except where other product identification is used. MID-AMERICA POOL RENOVATION, Inc. will provide written certification that the materials provided meet or exceed these criteria.

**F. Value Engineering:** MID-AMERICA POOL RENOVATION, Inc. is amenable to participating in Value Engineering principles if offered or part of the Construction Agreement specifications.

## 1.08 SUBMITTALS

- A. Product Data: **Product Code:** ACT-001; Trade Name: INTER-GLASS® **Product Classes:** 1) Protective Barrier System, Elastomeric- Modified Epoxy; 2) Type IV Epoxy Resin; C.A.S. Numbers, 25068386, 2461156, 84852153, 140318, 9046100, 64742945, 90722; 3) Finished Surface, Unsaturated Polyester in Styrene; C.A.S. Number: 100-42-5; 4) Epoxy Vinyl Ester Resin; C.A.S. Number: 100-42-5; 5) Modified Fluorinated Polyurethane, C.A.S. Number 8052-42-4. Material Mixture Ingredients: Isophthalic-NPG Blended Resin / Styrene Monomer; & *SpecialRESIN***

(proprietary); Fluorinated Polyurethane Amine Compound (proprietary). Material Data Sheets On All Materials Listed in The Application Process are Available Upon Request.

1. List each material and cross-reference the specific finish system and application. Identify each material by the manufacturer's catalog number and general classification. Complete Material Labeling placed on All Materials used for Application. Unique resin formulation or identification of special materials are Trade Secrets and not included.
- B.** Samples: MID-AMERICA POOL RENOVATION, Inc. will submit samples for review of INTER-GLASS® color and texture of the surface to be provided.
1. MID-AMERICA POOL RENOVATION, Inc. will provide samples of each INTER-GLASS® color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate within ten (10) working days of the General Contract award.
    - a. Concrete: MID-AMERICA POOL RENOVATION, Inc. may provide two 6" square samples for each type of INTER-GLASS® color and finish; define prime and finish coats.
    - b. Colors: White, Blue.  
Specialty colors upon request, color formulas required.
    - c. Texture: Smooth, Non-Skid Textured & Aggregate.
  2. MID-AMERICA POOL RENOVATION, Inc. shall submit manufacture's specifications and technical data including Material Safety Data Sheets, and other non-proprietary information within ten (10) working days of the General Contract award.

## **1.09 DELIVERY, STORAGE, AND HANDLING**

- A.** MID-AMERICA POOL RENOVATION, Inc. will deliver INTER-GLASS® materials to the job site in original, new, unopened packages and containers bearing the name and label and the following information:
1. The name of MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS®.
  2. Federal Specification number, if applicable.
  3. The name, stock & batch number and date of manufacture.
  4. Contents by volume, for major pigment and vehicle constituents per each container.
  5. Application instructions.
  6. Color name and number.
  7. Handling instructions and precautions.
  8. Material Safety Data Sheets for all material to be used.
- B.** Materials not in actual use will be stored in tightly covered containers at a minimum ambient temperature of 45 degrees, (7 degrees C) in a well ventilated area. Containers used in storage or use of the INTER-GLASS® SYSTEM will be kept in a clean condition, free of foreign materials and residue.

In addition MID-AMERICA POOL RENOVATION, Inc. will treat the INTER-GLASS® materials so as to:

1. Protect from freezing.
2. Keep storage area neat and orderly.
3. Remove oily rags and waste daily.

4. Take necessary precautionary measures to ensure that workman and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application coatings.

#### 1.10 WARRANTY – (SAMPLE WORDING)

MID-AMERICA POOL RENOVATION, Inc. shall issue a Limited Warranty for a period of **Twenty Five (25)** years from the date of installation to \_\_\_\_\_, who is the original purchaser of the **INTER-GLASS®**. **INTER-GLASS®** is warranted against shrinkage cracking, tearing, flaking and leaking through the **INTER-GLASS®** surface, subject to following the **INTER-GLASS® Care and Maintenance Instructions** as well as the conditions, limitations and exclusions below.

#### CONDITIONS

Except as stated in **LIMITATIONS AND EXCLUSIONS** below, the obligation under this warranty will be to supply the **INTER-GLASS®** materials and all labor to perform any needed Warranty work, and to cover (pay for) or reimburse the **Owner** for costs for any periods of time requiring in-season Warranty work including down-time, replacement water costs, pool chemicals, loss of revenue, and the like for a term of **Twenty Five (25)** years from the date of installation.

#### LIMITATIONS AND EXCLUSIONS

This warranty applies as long as the pool remains structurally sound and intact, and full of water, with a functioning hydrostatic relief plug (s), and off-season closing (winterization) levels according to APSP guidelines (not required for, 1.Commercial segmented-built pools with properly maintained caulked expansion or control joints, and an underground drainage bed specially designed for the pool to be kept empty in the winter along with written certification from a Design Professional [P.E] that the designed system works as intended to eliminate hydrostatic pressure; or 2.The pool is situated or elevated out of the ground and is completely not accessible to underground hydrostatic water pressure.) This warranty does not cover 1) any repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., 2) any abuses whatsoever, including, but not limited to, accidental or deliberate acts, or abusive use of chemicals; 3) loss of water through plumbing lines, equipment or fixtures not directly associated with the applied surface; 4) replacement water, chemicals, consequential damages, loss of revenues, etc. associated with any downtime; 5) damage to the pool surface caused by, but not limited to, vandalism, floods, ground water seepage or pressure resulting from closing or plugging off the hydro-static relief valve, or shifting, expansion or settling of soil; 6) any other acts of God or occurrences that the Contractor cannot control or reasonably be expected to be able to control.

#### WARRANTY TRANSFER PROCEDURES

This warranty is hereby issued to the person or persons named above, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the **INTER-GLASS® Care & Maintenance Instructions**, a copy of the Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \_\*\$500.00\*\_.

#### NOTIFICATION - KEEP THIS WARRANTY

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a

copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained or emptied prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to:  
Mid-America Pool Renovation, Inc.  
5929 E. 154<sup>th</sup> Terrace  
Grandview, MO 64030

Installation Date:  
Warranty Number:

Issued To:

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work schedule, but not limited to, as follows:
1. MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS® SYSTEM.
  2. Substitutions must have integrated reinforcement fibers / fabrics throughout the installation process, and have equivalent or better Physical specifications.

### 2.02 INTERIOR AQUATIC COATINGS MATERIALS

- A. System: MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS® SYSTEM.
1. Shall be of the type developed for submerged environmental conditions.
  2. Shall not cause cobalting.
  3. Shall contain no clay fillers or titanium substitutes.
  4. Shall be phthalate and PVC-FREE.
  5. Shall be applied at least 1/8th" up to 3/8th" thick as needed.
  6. Shall use an internal sub-surface Barrier Coat.
  7. Shall produce a pinhole-free barrier type exterior surface that shall not be susceptible to wicking.
  8. The color shall be an integral part of the system.
  9. All additives utilized shall be especially developed for submerged environmental conditions.
  10. Bonding agent shall be especially developed for submerged environmental conditions and shall be an integral part of the system.
  11. Shall contain additives specifically to give maximum flexibility and to inhibit ultraviolet deterioration.
  12. Glass Fibers: Owens Corning or PPG chopped strand mat with low soluble binder. No Chopper gun or spray-on type resin systems are acceptable as substitution.
  13. % Elongation @ Yield: 1.65
  14. Tensile strength: 16,791 psi.
  15. Tensile modulus: 1,305,000 psi.
  16. Flexural strength: 16,450 psi.
  17. Compressive strength: 25,000 psi.
  18. Shrinkage: .001%.
  19. Base Resin Peak Exotherm: 380° F.

20. Barcol Reading not to exceed 47
21. % Weight Gain @ 77° / 24 hrs: 0.15
22. DCOF in Wet Immersion Service: Surface 16; Non-Skid Surface 40.

Testing done in part by these entities: The composites laboratory at the National Institute for Aviation Research, Wichita State University, Wichita, KS  
 Polymer Testing, Inc. of St. Louis, MO, Cook Composites, Kansas City, MO,  
 and Sotter Engineering, Mission Viejo, CA.

**B.** Inspection: MID-AMERICA POOL RENOVATION, Inc. will examine substrates and conditions under which the INTER-GLASS® SYSTEM will be installed for compliance with requirements for application of INTER-GLASS®. We will not proceed with application until unsatisfactory conditions have been corrected.

1. Starting of application work will be construed as MID-AMERICA RENOVATION, Inc.'s acceptance of surfaces within any particular area.
2. MID-AMERICA POOL RENOVATION, Inc. does not apply INTER-GLASS® Over dirt, rust, grease, moisture, stuffed surfaces, loosely adhering materials, or conditions otherwise detrimental to formation of a durable, water-tight surface.

## PART 3 - EXECUTION

### 3.01 EXAMINATION & PREPARATION

**A.** General: Remove hardware, hardware accessories, plates, machined surfaces, light fixtures, and similar items which are not to be surfaced, or provide surface-applied protection prior to surface preparation and installation. Remove these items if necessary for complete installation of adjacent surfaces. Following completion of the installation operations in each space or area, reinstall items removed using workmen skilled in trades involved.

1. Clean surfaces before installing INTER-GLASS® or other surface treatments. Program cleaning and application so that dust and other contaminants from the cleaning process will not fall on the new, wet INTER-GLASS® materials.

**B.** Surface preparation: Perform surface preparation and cleaning in compliance with MID-AMERICA POOL RENOVATION, Inc.'s Instructions for the particular substrate conditions as specified herein and in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION

1. Notify the Purchaser in writing of anticipated problems using surface preparation of methods and coatings specified with substrates furnished by other manufacturers.
2. Verify that all surface preparation, expansion or control joint repairs if any, and other preparatory work is satisfactorily completed prior to applying INTER-GLASS®.

**C.** Cement-based Surfaces: Prepare cement-based surfaces, (shot-crete, gunite, formed concrete, pool plaster, marcite, pebblecrete, Diamond Brite®, browncoat / render), to receive INTER-GLASS® by removing all efflorescence, chalk, dust, grease, oils, loosely adhered materials, and by roughening (mechanical circular grinding) if required, to remove glaze. If hardeners or sealers have been used to improve concrete curing, use mechanical methods of surface preparation (mechanical circular grinding, brushblasting, sandblasting).

1. Follow all Preparation Instructions in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.
2. Use High Pressure water-jetting / hydro-blasting in excess of 30,000 psi, or alternative methods such as abrasive blasting or mechanical grinding if the cement-based surface has

been painted or seal coated, or by other methods as recommended by MID-AMERICA POOL RENOVATION, Inc. All existing pool paint must be removed. Avoid direct circular sanding as a means of removal.

3. If the pool has a failing, pre-existing fiberglass lining covering a concrete or cement-based lining (pool plaster, diamond brite, pebblecrete), manually strip and scrap off as much of the fiberglass lining as is practically possible. Any remaining fiberglass should be mechanically ground to destroy its surface finish and integrity. Following mechanical grinding, manually strip and scrap off any remaining fiberglass that is practically possible.
4. If the pool has an existing, failed thermoplastic, polyurea or other type of elastomeric or PVC liner manually remove all of the liner, fleece and all of the metal fasteners used in the liner fastening system system off from the pool structure. Remove any remaining adhesive materials, glues or paints used in or residing under the failed liner system off of the pool structure using water-jetting / hydro-blasting or alternative abrasive blasting procedures.
5. If the pool's concrete surface is deteriorated or degraded by freeze / thaw activity, reinforcement steel carbonation or severe spalling from thermal interactions, follow these instructions:
  - a) Manually / mechanically remove all deteriorated and loose concrete materials, aggregates, or toppings.
  - b) If corroded or carbonated reinforcement steel is found in the deteriorated areas, cut and remove the corroded steel, unless the Project Engineer's specifications outline an alternative corroded steel repair process. Rusted reinforcement steel may be blasted clean or mechanically cleaned with stainless steel brushes. Following removal, cleaning and replacement as specified, covered the exposed reinforcement with an anti-rusting primer or epoxy based encapsulating compound such as Sika® Armatec 110.
  - c) Water-jet / hydro-blast or abrasive blast all deteriorated areas down to a sound base.
  - d) Prepare and patch all deteriorated areas with epoxy modified cement, or chemically resistant epoxy mortar (as specified) and according to manufacturer's instructions, and in accordance with ASTM Standards C928-05, C-811 and D-5295, NACE 21082, SSPC SP 13 / NACE 6, and other standards that may be specified in the project's repair methodology. Micro-silica Repair Mortar is preferred.
  - e) Pending the Project Engineer's approval, an optional repair technique applying a 100% solids, low viscosity penetrating epoxy primer over the cement repair while the cement is still in its plastic state can be used to shorten the normal **28-day** curing period for all cement based products, generally by half – pending approval by the project's architect or consulting engineer. An Epoxy Primer System or a Moisture Tolerant Epoxy Primer are preferred.
6. Pressure wash the entire surface using a minimum 3500 psi waterblast unit. Clean and pump out resulting water and residue. Allow surface to thoroughly dry.
7. Determine alkalinity and moisture contents of surfaces, and do not apply INTER-GLASS® over surfaces where moisture and alkalinity contend exceeds specifications. Application moisture levels are not to exceed 6% on the Delmhorst moisture meter scale, and 12% on the Lutron moisture meter scale.
8. Fill all remaining cracks, holes, breaks, etc., with *Special* RESIN PUTTY solutions.

9. Protect water and drain openings by installing rubber pressure plugs. Wall and upper side openings can be protected by masking.
10. After assessing each pool surface according to the preparation specifications found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION, apply a coat of the 'sealer', penetrating *Special RESIN* or *Special RESIN* and mat over the entire surface.

**D. Galvanized Steel, Stainless Steel, or Aluminum surfaces:** Prepare metal surfaces to receive INTER-GLASS® by removing all chalk, dust, grease, oils, chlorides, white rust, and loosely adhered materials. Apply a layer of *Special RESIN* with Zinc Additive mat prior to the application of the INTER-GLASS® SYSTEM.

1. Follow all Preparation Instructions in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.
2. Remove soluble salts, chlorides, sulfates and nitrate deposits by Ultra High Pressure Water Jetting (UHP-WJ) or alternatively by mechanical grinding.
3. If white rust is present, thoroughly wash the entire surface with Nitric Acid and allow to dry.
4. If corrosion / rusting is present, photograph and send photos to the office for assessment. Remedies, repairs and multi-axial fabric coverage to be consistent with assessments according to ISO 8501-1:2007 guidelines, and the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.

**E. Acrylic Vinyl or Molded Fiberglass surfaces:** Mechanically score the surface with 16-grit sanding pads and Milwaukee sanders. Sand through all blisters and irregularities to release trapped cobalt & water compounds. Waterblast, or high pressure waterblast (as needed) the entire surface to be surfaced with INTER-GLASS® using a minimum 3500 psi waterblaster. Clean and vacuum and allow to dry. Rag the entire surface with a medium – high strength solvent such as MEK or Acetone and allow to dry. Install the Inter-Resin Protective Barrier System while covering all seams and joints with pre-cut 24-oz. multi-axial fabric. Fill all blisters with the Inter-Resin putty compound. Allow to dry. Sand, clean and proceed to INTER-GLASS® installation with the instructions and directions standard of use as found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION

**F. Vinyl Liner Pools with Provosil or Vermiculite Bottoms:** If the bottom of the pool is constructed with Provosil or Vermiculite, and is in exceptionally good condition and structurally sound, exhibiting no ground water seepage and is a minimum of 6" thick, apply a coat of *Special RESIN* and 24-oz. roving woven / multi-axial fabric.

If the bottom of the pool is constructed with Provosil or Vermiculite and is not in good condition, is deteriorating and determined not to be structurally sound, place in a new concrete floor, including 1/2" bar steel on 12" centers, an application of at least 6" new concrete or shotcrete in the bottom of the pool, etc. as specified.

1. If this procedure is required, the Provosil or Vermiculite bottom can either be excavated out or used as a 'form' on which to place the new concrete floor and steel.

**G. Pools Left Empty During the Off-Season:**

1. Commercial, sectional or segmented-type pools built with caulked expansion or control joints, with an underground drainage bed and working hydro-static relief system, or constructed above grade where hydro-static pressure is not a factor, may be kept empty, or only partially filled during the off-season. When applying INTER-GLASS® on such a pool, all the expansion and contraction joints must not be covered with INTER-GLASS®. All joints must be kept open and functional for their designed purpose – allowing the pool sections to move independently of each other.
2. Monolithic gunite or shotcrete pools built without caulked expansion or control joints, except when constructed above grade where hydro-static pressure is not a factor, cannot be left empty during the off-season or for long periods of time.

**H. Winterization of Monolithic Pools in Severe Climates in the Off-Season:**

This partial list of MID-AMERICA POOL RENOVATION, Inc., instructions for winterization are referenced from the BASIC POOL & SPA TECHNOLOGY, 4th EDITION, National Spa & Pool Institute, now known as the Association of Pool & Spa Professionals (APSP), p. 10-29. They are listed here as recommendations to protect the integrity of the monolithic pool structure.

1. “In climates where freezing temperatures are normal, a pool or spa should be completely winterized by cleaning, treating water (if left standing), and protecting pool and equipment against the weather. Even if your customers are planning to use their pool or spa as an ice skating rink, it's still necessary to winterize the plumbing, equipment, and pool structure before a freeze. This section provides standard procedures for winterizing, but it does not cover every type of equipment. It is important to check product information.
2. Water: 1. Cleaning - Vacuum thoroughly. Vacuum waste water to the appropriate waste or sewer system since the water level must be lowered for winterizing. If the filter does not have a "waste" position, vacuum on "filter" only. Where appropriate, use a portable pump to vacuum directly to waste. 2. Treatment - Test the water, balance the pH, calcium hardness, and Total Alkalinity. Chemically treat the water with disinfectant, stabilizer, and algicide just as you would at other times. This treatment is very important so water will not become corrosive when the temperature reaches the freezing point. Depending on the chemicals, some are added before draining and some are added just before putting on a cover.
3. “Lower Water Level - Here are suggested winter water levels for different types of pools, with or without solid material covers or mesh covers (consult your cover manufacturer's literature):
  - a) Vinyl-Lined: (Lined type) 1" below skimmer mouth (but lower in areas of heavy rain and snow precipitation's.)
  - b) Plaster Finish, with a Solid Material Cover: 1" to 6" below the skimmer mouth or tile line, whichever is lower.
  - c) Painted or Natural Finish, with Solid Material Cover: 6" below skimmer mouth.

- d) With No Covers or Mesh Cover: 18" to 24" below skimmer mouth. Hydrostatic pressure can destroy a drained pool if proper precautions are not taken. If there is a drainage bed beneath the floor, then the pool can be completely drained, subject to the designed strength of the walls. In this case, the bottom drain valves must be left open. If in doubt about drainage beds, it is best to leave pool almost full of water."

**I. Structural Crack Repair & Prevention:** No swimming pool lining membrane will keep a concrete structure from moving. In situations where a structural crack is evident and depending on its severity, MID-AMERICA POOL RENOVATION, Inc. may exercise repair and precautionary measures such as: Bridging, Engineered Stress Relief, Placing in Control Joints, the use of Epoxy Injection, the use of an expandable Two-Part Epoxy Resin Grout System, or the InterSteel repair method.

1. Bridging Systems. 'Bridging' involves the use of MID-AMERICA POOL RENOVATION, Inc.'s *Special* RESIN and mat over static cracking. After the crack is filled with a low viscous epoxy adhesive, the crack is covered with successive layers of mat and *Special* RESIN, with each layer extending over the crack and away from the crack by a minimum of 2", thereby 'bridging' the crack with additional matting independent from, and under the finish INTER-GLASS® SYSTEM over the rest of the pool.
2. InterSteel. On severe, dynamic structural cracks, MID-AMERICA POOL RENOVATION, Inc. may use the InterSteel crack repair method. The following procedures may be used in the InterSteel process:
  - a) *Special* RESIN, Type IV Epoxy Resin, and aramid, Hardwire® or carbon fabrics are used in this repair method resulting in graded tensile and flexural strengths on the repaired areas ranging from 200,000 to 414,000 psi.
  - b) Stitching Dogs set into medium viscous Type IV Epoxy adhesive, then covered with *Special* RESIN or Type IV Epoxy Resin and aramid or carbon fabric in a stitch or zipper pattern over the crack as outlined in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.

**J. Expansion & Control Joints**

Expansion and Control joints shall not be covered. Following all preparation and cleaning stages, install 24-oz. multiaxial fabric set in MID-AMERICA POOL RENOVATION, Inc.'s *Special* RESIN on both sides of the expansion or control joint. While the *Special* RESIN is still wet, set in 2" x 2", non-skid, frostproof tiles on both sides of the joint. Do not allow fabric or *Special* RESIN to infiltrate or fill the joint. Allow to dry. Thoroughly reopen and clean the joint as necessary. Install backer rod and elastomeric sealant.

**K. Material Preparation:** Carefully prepare the RESINS, RESIN and GEL PUTTY solutions, and INTER-GLASS® GEL for mixing with Lupersox catalysts in compliance with the instructions and directions standard of use as found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.

1. Stir the catalyzed INTER-GLASS® GEL before application to produce a mixture of uniform density and to obtain complete and even dispersion.
2. Viscosity is not consistent with spray-on method. Thinning materials for spray application is not permitted.
3. Do not mix gels or resins produced by different manufacturers unless otherwise permitted in writing by MID-AMERICA POOL RENOVATION, Inc.

4. Store all materials in tightly covered containers. Maintain containers used in storage, mixing, and application of INTER-GLASS®, RESIN, and the PUTTY SOLUTIONS in clean condition and free of foreign materials and residue.

### 3.02 INSTALLATION

- A. The INTER-GLASS® SYSTEM shall be installed in accordance with MID-AMERICA POOL RENOVATION, Inc.'s installation specifications as an interior special aquatic coating developed for submerged environmental conditions, as found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION. Installation shall be a mat, hand laid, as specific sequence of the application. Spray installation of the INTER-GLASS® SYSTEM is hereby excluded. Thinning material is not permitted.
- B. Provide water stops around all edges, inserts, fixtures, fittings, and openings by grinding or saw cutting rectangular grooves in the Key-Lock method as found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION in the substrate and inserting the *Special* RESIN PUTTY COMPOUND to expand against the sides of the grooves. Apply the INTER-GLASS® SYSTEM to those filled grooves.
- C. Application shall produce a minimum thickness of 3.5mm, with heavier applications over specially prepared stress areas in the submerged environment and in any particular joints in the concrete surface, but shall not exceed 10mm in thickness.
- D. Upon completion of application of the INTER-GLASS® SYSTEM, and after the new surface is tack-free, the entire new surface will be sanded to remove roughened areas and cleaned. A final coat is applied, and no further sanding of the surface takes place after the final coating. Post-cure time shall be in compliance with the following directions:

### 3.03 PROJECT CONDITIONS AT & POST INSTALLATION

- A. Apply the INTER-GLASS® only when the temperatures of surfaces to be finished and surrounding air temperature are as permitted (40 degrees F minimum ambient & surface temperature).
  1. At 70° F or above, the post-cure time is a minimum of 72-hours before submerging.
  2. Below 70° degrees F, the surface must have a post-cure minimum of 96 hours before submerging.
  3. Indoor applications shall have a post-cure minimum of 120 hours.
- B. All cement based and concrete structures, linings or coatings must be fully cured (at least 28-days) prior to application of any INTER-GLASS® materials unless otherwise specified.
  1. Alternative methods pending Engineer's advice:
    - a) Epoxy Primer System
    - b) ASTM C 150 Type III Cement

### 3.04 REMOVAL, COVERING, OR INSTALLATION OF RACING LANE & TARGET TILES, WATERLINE, HI-LITE, OR OTHER CERAMIC TILING

- A. If existing tiled racing lanes are to be covered by the INTER-GLASS® SYSTEM, the tile surface must first be mechanically ground to remove all of the ceramic glaze and to expose the porous

ceramic matrix. A *Special* RESIN PUTTY SOLUTION is then applied to the porous ceramic matrix, leveling the residual grout lines in the tiles. The PUTTY SOLUTION is then covered with a layer of biaxial or multi-axial fabric and *Special* RESIN. After these procedures, the INTER-GLASS® SYSTEM can be applied under normal application procedures.

- B.** After application of INTER-GLASS® SYSTEM, racing lanes and targets are located, and placed in either black, blue, or other colors and compatible with the INTER-GLASS® SYSTEM and submerged aquatic conditions. When placing any racing lanes and targets, MID-AMERICA POOL RENOVATION, Inc. recommends one of the bottom two options:
1. When racing lane and target markings are to be coated on, MID-AMERICA POOL RENOVATION, Inc. recommends coating with black epoxy-resin material (minimum 2-coats). Because all epoxy-resins are susceptible to ultra-violet rays when exposed to atmospheric conditions, periodic re-coating will be necessary.
  2. For the longest lasting, most permanent racing lane and target application, MID-AMERICA POOL RENOVATION, Inc. recommends that lanes, targets and other markings be placed using frostproof, un-glazed ceramic tiles.
    - a) All tile placement must be incorporated into the INTER-GLASS® application system. Prior to placement of any ceramic tiling, the area receiving the tiling must be covered with a layer of penetrating *Special*RESIN and biaxial, or multi-axial E-GLASS. Ceramic tiling is then applied onto this wet layer using polymeric materials and compounds. When the INTER-GLASS® surface is subsequently placed, it will abutt the new tiling evenly, and the INTER-GLASS® and new tiling will become part of the same fully-bonded membrane system.

### 3.04 THE INDOOR HOLO-DOME POOL SETTING

For an indoor, halo-dome type pool settings, we use the following practical preparations and application steps to insure the safety of the establishment and of our applicators:

1. The entire pool is tarped (with a PVC/reinforced plastic sheeting type shell) so resultant material odors can be directed outdoors by a circulation system.
  - a) An intake and exhaust system is set in place for air circulations under the tarped area..
  - b) Pool and/or deck paint removal is done by using an environmentally friendly, non-toxic removal system.
  - c) Failed pool interiors and deck coatings are removed using a High Pressure Hydro-blasting, followed by water blasting for cleaning (3500 psi minimum). Gasoline powered machines are to be kept outdoors to avoid buildup of any fumes or carbon monoxide in the establishment.
  - d) All applicators are to wear individual Powered Air-Purifying Respirators.

### 3.05 CLEAN-UP & PROTECTION

1. On a daily basis during process of the work, MID-AMERICA POOL RENOVATION, Inc. will remove from the project site discarded materials, rubbish, cans and rags resulting from use during application.
2. During process of the work, clean all coatings spattered surfaces. Remove spattered materials by proper methods of washing and scraping, using care not to damage finished surfaces.
3. Protect the work of other trades, whether to be coated or not, against damage. Correct damage by cleaning, replacing and / or recoating as directed by an Architect. Leave work in undamaged condition.
4. Provide and post "Respirator Required", "Caution", and "Do Not Enter", and other signs as might be required on all entries into enclosed or indoor environments where INTER-GLASS® is being applied.
5. Provide and supply fresh air circulation, and contaminated air exhaust on all enclosed or indoor environments where INTER-GLASS® is being applied.
6. Provide and post "Wet Paint" signs as required to protect finishes during and after the INTER-GLASS® SYSTEM application. Remove temporary protective wrapping provided by others for protection of their work during the application process.

## **PART 4 - CONTRACTORS EXPERIENCE AND QUALIFICATIONS**

- 4.01** Application of INTER-GLASS® SYSTEMS, (reinforced polymeric surfaces to the interiors of submerged environments) shall be accomplished only by MID-AMERICA POOL RENOVATION, Inc., or applicators specifically trained in applying MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS® SYSTEM.
- 4.02** MID-AMERICA POOL RENOVATION, Inc. has the appropriate experience and training to submit proof of an ability to perform the work specified herein through a Statement of Qualifications as set out in Contract by the Architect; and experience in the application of composite surfacing to concrete, pool plaster, metal and acrylic vinyl panel swimming panels.
- 4.03** MID-AMERICA POOL RENOVATION, Inc. submits the following information for working safely with INTER-GLASS® GEL, *SPECIAL RESINS*, RESIN & PUTTY SOLUTIONS and all other associated materials in the INTER-GLASS® SYSTEM:
1. **Resins:** Resins are capable of causing significant eye and skin effects. In addition, they may cause a hypersensitivity in a small number of people who come in contact with them. Because of the presence of Styrene Monomer, they can present a health problem due to inhalation. However, they may be handled safely if proper precautions are taken, including avoiding the direct inhalation of vapors, skin or eye contact.
  2. **Cured Resins:** Resins that are completely polymerized (cured) are considered to be toxicologically inert. Therefore, they present no health problems from handling. The finished resins, however, may present a health hazard from inhalation of dust generated during grinding or machining, especially if they contain glass, silica powders, asbestos or metal powders.

3. **Use:** Because of their properties, the resins find use in many different applications. Some uses, such as food contact require compliance with appropriate FDA regulations. INTER-GLASS® RESINS when properly cured, comply with 21 CFR Parts 117.1580 and 177.1640. This section covers materials intended for repeated use in contact with food. INTER-GLASS® is phthalate and PVC-FREE.

## **PART 5 - MID-AMERICA POOL RENOVATION, INC.'s General Precautions:**

- 5.01 All personnel concerned with the handling of these materials must maintain strict cleanliness, both of their person and of the area in which they work. There is no substitute for strict cleanliness and good housekeeping.
- 5.02 Employees and applicators must be properly trained and regularly reminded of the consequences of contact, and admonished to take the necessary precautions at the beginning of all projects.
- 5.03 Suitable protective clothing (including gloves, dust mask, & organic vapor respirators) to prevent contact are mandatorily required. All indoor applications require use of a Power Air Purifying Respirator System. All skin contact should be avoided by wear of light-weight clothing. Eye protection, such as glasses, safety glasses or sunshades are mandatorily required.
- 5.04 Smoking on or near job-site applications results in immediate dismissal.
- 5.05 Use of cell phones during working hours is prohibited.
- 5.06 Any skin contact is to be cleaned by use of Replacetone non-toxic soap cleaner.

## **PART 6 - FIELD QUALITY CONTROL: DISCRETION OF THE ARCHITECT / ENGINEER**

- 6.01 The owner reserves the right to invoke the following test procedure any time, and as often as the owner deems necessary, during the period when the INTER-GLASS® SYSTEM is being installed.
  1. The Owner will engage the services of an independent testing laboratory to sample the INTER-GLASS® being used. Samples of the INTER-GLASS® SYSTEM delivered to the project site will be taken, identified and sealed, and must be certified in the presence of a representative of MID-AMERICA POOL RENOVATION, Inc. The testing laboratory will perform appropriate tests for the following characteristics as required by the Owner:
    - a) Quantitative materials analysis.
    - b) Absorption.
    - c) Accelerated weathering.
    - d) Accelerated yellowness.
    - e) Color retention.
    - f) Alkali and mildew resistance.
    - g) Abrasion resistance.
    - h) Apparent reflectivity.
    - i) Washability.
    - j) Dry Opacity.
    - k) Re-coating.

- l) Skinning.
  - m) 100 hour blister boil test.
2. If results show materials being used do not comply with requirements, MID-AMERICA POOL RENOVATION, Inc. may be directed to stop work, remove non-complying materials, pay for testing, re-coat surfaces previously coated with rejected materials, or remove rejected materials from previously coated surfaces if, upon re-coating with specified materials, the two coatings are not compatible.

## PART 7 - INTER-GLASS® CARE AND MAINTENANCE INSTRUCTIONS

**Post-Curing:** After installation the standard white INTER-GLASS® surface must have a post-cure minimum of 72 hours at 70 degrees F. or above. Below 70 degrees F. the surface must have a post-cure minimum of 96 hours before filling with water. For indoor pools, depending on ventilation your crew chief will advise you when you may fill.

**Start-up chemicals** are the same as before, *but you will typically use less than before.* If your pool is on any type of automatic chemical feeder system, you must re-calibrate the system to reflect this reduced chemical usage. If automatic chemical feeder systems are not adjusted or re-calibrated, swimmers may experience some discomfort at the old, higher levels of pool chemical usage. For example, excessive chlorine levels can cause eye and skin irritation.

After your pool is filled with water, run the filtration system for four to five hours to clean up the foreign matter in the water. Backwash or clean the filter. Next add a stain treatment such as **HASA Super Stain Out** or **Jack's Magic** according to the instructions on the bottle. Then add chlorine. Check the pH level. Adjust the pH level to the ideal range listed below. For lowering pH, we recommend you use dry acid, added per instruction from the manufacturer. Remember to check Total Alkalinity.

The six important areas to watch most closely for swimmers' health and comfort are:

<u>ITEM</u>	<u>LIMITS</u>	<u>STANDARD</u>
CONDITIONER	40 – 100 ppm	50 – 60 ppm
CHLORINE (WINTER)	1.0 – 1.5	1.5 ppm
CHLORINE (SUMMER)	1.5 – 2.5	2.0 ppm
pH	7.4 – 7.8	7.6 ppm
ALKALINITY	125 – 175 ppm	140 – 150 ppm
CALCIUM HARDNESS	200-400 ppm	300 ppm

After your pool has been in operation for several days, take a sample of the pool water to local pool service company with a water testing capability. Request the results in writing and add appropriate additional chemicals as instructed.

Your new surface is inert compared to a cement-based surface, "therefore, remember when adding chemicals to your pool, you are treating the water, not the pool surface." If algae appear on your new pool surface it is because you are not balancing the water properly. Add algaecide. Once the algae are killed and the water is balanced, you can brush it away with a nylon (not metal) brush.

Always dilute pool chemicals in a bucket of water before adding them to your pool to avoid the possibility that they may come in direct contact with the surface. Granular-type or tablet-type chlorine dropped into the pool could cause bleaching or yellowing effect, but will not structurally affects the surface. When adding chemicals, always remember to use the purest forms since that will be the most efficient method of treating water.

**Stains & Metal Deposits:** If while curing and empty, your INTER-GLASS® is marked by leaves, flowering buds, bird droppings, or rain, be aware that typically these marks disappear once the pool is filled, super-chlorinated, balanced, and runs for a few days. If pressure washing the surface, **do not exceed 2000 – 2500 psi**, then fill and super-chlorinate. Rust or other difficult stains can be removed by pressure washing in combination with **Kablooey**, a **Pur-O-Zone (800-727-7876)** non-corrosive product. **ACID WASHING INTER-GLASS® IS NOT REQUIRED.**

If needed, the INTER-GLASS® surface can be easily cleaned using a standard kitchen cleanser and scrubbing the spot with a green scrub Velcro pad like you would clean a Teflon skillet. This can be done when the pool is empty or full. This easily gets rid of penny and hairpin rust marks on the surface. **Sanding or grinding the surface is abrasive and will scratch the surface finish.**

If you have old iron or copper fittings on your pool, or if there is iron or other staining minerals or metals in your local water supply, we recommend as a preventative that you add a stain treatment agent such as **HASA Super Stain Out** available at **Pur-O-Zone (800-727-7876)**. Heated water accelerates both the precipitation of metals out of the water and out of internal heater elements. Because these metals have a tendency to deposit on the pool surface, we recommend using HASA Super Stain Out as part of your water maintenance schedule.

**YOUR POOL SHOULD BE KEPT FULL OF WATER.** Pools are structurally engineered to be kept full of water. Sudden underground water pressure pushing up against an empty pool shell can cause structural damage, cracking, and push off interior surfaces. In worst cases, pools can even pop / float a couple inches out of the ground! If there is a sudden rise in the underground water level, even an open hydrostatic release valve in the bottom of your pool may not let water into an empty pool fast enough to prevent damage. Leaving your pool empty can void your **INTER-GLASS®** warranty. *The only exception is if your pool is a commercial segmented-built pool with caulked expansion or control joints, and with an underground drainage bed – and if this design actually works as intended to eliminate hydrostatic pressure.*

**Winterization – To prevent stains and drainings:** 1) Drop your water below your inlets. 2) Blow your lines free of water. 3) Plug your inlets. 4) Fill the water back up to 6 inches below the skimmers or gutters. 5) Use a pool cover and keep algacide and chlorine levels up through the winter so that your water is clear and re-usable. 6) In the spring, remove your cover, remove your plugs, top off your water, and start up your pool.

**If you do not have a pool cover and must drain your pool for cleaning.**

Be sure you do not have underground water pressure. **NEVER** plug your hydrostatic valve to keep water from coming into the pool – your pool could float! **Provide your pool service person or company with a copy of these instructions.**

**WHEN IN DOUBT:FOLLOW THE MANUFACTURER’S INSTRUCTIONS ON ALL CHEMICALS USED. IF YOU HAVE ANY QUESTIONS CALL MID-AMERICA POOL RENOVATION, INC. AT 816-994-3300 or 800-253-7349.**

# Caring for your INTER-GLASS® Surface & Pool

## Start-up Chemicals

Your start-up chemicals are the same as before, but you will typically use less than before. If your pool is on an automatic chemical feeder system, you must re-calibrate the system. If automatic chemical feeder systems are not re-calibrated, swimmers may experience some discomfort as the old, higher levels build up. For example, high chlorine levels can cause eye and skin irritation.

When your pool is full of water, run the filtration system for several hours to clean up any foreign matter in the water. Backwash or clean the filter. Next add a stain treatment such as *HASA Super Stain Out* available at *Pur-O-Zone* (800-727-7876) or *Jack's Magic* according to the instructions on the bottle. Add chlorine. Check the pH level – to lower pH, we recommend you use dry acid, added per instruction from the manufacturer. Check your total alkalinity as well.

After your pool has been in operation for several days, take a sample of the pool water to a local pool service company with computerized water testing capability. Request the recommendations in writing and add appropriate additional chemicals as instructed. This chart contains the levels for the six key areas to monitor for swimmers' health and comfort:

	LIMITS	STANDARD
Conditioner	40 – 100 ppm	50 – 60 ppm
Chlorine - Winter	1.0 – 1.5	1.5 ppm
Chlorine - Summer	1.5 – 3.0	2.0 ppm
pH	7.4 – 7.8	7.6
Alkalinity	125 – 175 ppm	140 – 150 ppm
Calcium Hardness	200 - 400 ppm	300 ppm

If algae appears, it is because you are not balancing the water properly. Add algicide. Once the algae are killed and the water is balanced, you can brush it away with a nylon (not metal) brush.

Always dilute pool chemicals in a bucket of water before adding them to your pool to avoid the possibility that they may come in direct contact with the surface. Granular-type or tablet-type chlorine dropped into the pool could cause bleaching or yellowing effect, but will not structurally affect the surface. When adding chemicals, always remember to use the purest forms since that will be the most efficient method of treating water.

## Keep your pool structurally sound with smart winterization.

Avoid stains in your pool and eliminate draining your pool in the spring during the high water table:

1. Drop your water below your inlets.
2. Blow your lines free of water and winterize with anti-freeze.
3. Plug your inlets.
4. Fill the water back up to 6 inches below the skimmers or gutters.
5. Use a pool cover and keep algicide and chlorine levels up through the winter so that your water is clear and re-usable in the spring.
6. In the spring, remove your cover, remove your plugs, top off your water, and start up your pool.

It is extremely important that all Ladder Ends have Rubber Bumper Inserts. Without Rubber Bumpers, metal Ladder Ends act like "Cores" each time the ladder is used, slowly grinding (coring) into the pool walls and causing holes and indentations to appear in the walls. Inspect and change the Rubber Bumpers at the beginning of each swimming season or as needed from wear and use.

## Stains and Deposits

If while curing and empty, your INTER-GLASS® is marked by leaves, flowering buds, bird droppings, or rain, be aware that typically these marks disappear once the pool is filled, super-chlorinated, balanced, and runs for a few days. When pressure washing the surface, do not exceed 2000 to 2500 psi, then fill and super-chlorinate.

Stains and other deposits can usually be removed by pressure washing in combination with *Kablooey* from *Pur-O-Zone* (800-727-7876), a non-corrosive product. If you have old iron or copper fittings on your pool, or if there is iron or other staining minerals or metals in your local water supply, we recommend as a preventative that you add a stain treatment agent such as *HASA Super Stain Out* from *Pur-O-Zone*.

Heated water accelerates both the precipitation of metals out of the water and out of internal, circulation equipment elements. Because these metals have a tendency to deposit on the pool surface, we recommend using *HASA Super Stain Out* as part of your regular water maintenance schedule.

The INTER-GLASS® surface can be easily cleaned using a standard kitchen cleanser and scrubbing the spot with a green scrub pad like you would clean a Teflon skillet. You can do this when the pool is empty or full. Sanding or grinding the surface is abrasive and may scratch the surface finish. Acid washing INTER-GLASS® is usually unnecessary but can be used on small areas such as hair-pin or coin marks.

Always use rubber bump-stops on all pool ladders.

When in doubt, follow the manufacturer's instructions on all chemicals used. If you have any questions, call us at 800-253-7349.

## Keep your pool full of water!

Pools are structurally engineered to be kept full of water. Sudden underground water pressure pushing up against an empty pool shell can cause stress cracks, structural damage, cracking, and push off interior surfaces. In worst cases, pools "pop" or float like a boat up a couple inches out of the ground!

If you must drain your pool, open your hydrostatic relief valve to let in underground water. Make sure you do not have a high water table around your pool.

NEVER put a plug in your hydrostatic relief valve in order to keep water from coming into your pool – your pool could float!

If there is a sudden rise in the underground water table, even an open hydrostatic release valve in the bottom of your pool may not let water into an empty pool fast enough to prevent damage. Damage caused by leaving your pool empty can void your INTER-GLASS® warranty. The *only* exception to this rule is if your pool is a commercial segmented-built pool with caulked expansion/control joints, and with an underground drainage bed – and if this design actually works as intended, that is, if it actually does eliminate hydrostatic pressure.

*For best results, ensure that your pool service company follows these instructions.*

**INTER-GLASS®**  
**MANUFACTURERS LIMITED WARRANTY**

SAMPLE

SAMPLE

For a period of 25 years from the date of installation to \_\_, who is the original purchaser of the INTER-GLASS®. INTER-GLASS® is warranted against shrinkage cracking, tearing, flaking and leaking as identified only through the installed INTER-GLASS® surface, subject to following the INTER-GLASS® *Care and Maintenance Instructions* as well as the conditions, limitations and exclusions below.

**CONDITIONS**

Except as stated in Limitations and Exclusions below, the obligation under this warranty will be to supply the INTER-GLASS® material and labor to perform any needed Warranty work for a term of Twenty Five years from the date of installation for no additional charge.

**LIMITATIONS AND EXCLUSIONS**

This warranty applies as long as the vessel remains structurally sound and Seal Lines intact, full of water, with a functioning hydrostatic relief plug (s), and off-season closing (winterization) levels according to APSP guidelines (not required for Commercially segmented-built pools with properly maintained caulked expansion or control joints and a designed underground drainage bed specially built to eliminate hydrostatic pressure when the pool is empty, or pools built above grade). This warranty does not cover any damage that may occur because of: 1) Any repairs, alterations or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., 2) Cutting, grinding, removal or disturbance of any portion of the INTER-GLASS® installation, 3) Any abuses whatsoever, including, but not limited to, accidental or deliberate acts, or abusive use of chemicals; 4) Loss of water through plumbing or recirculation system lines, equipment or fixtures not directly associated with or directly associated with the INTER-GLASS® installed surface; 5) Damage to the pool surface caused by, but not limited to, vandalism, floods, ground water seepage or pressure resulting from closing or plugging off the hydro-static relief valve, or shifting, expansion or settling of soil, 6) Dark or specialty colored INTER-GLASS® may have variations in color, shade and appearance that are not considered manufacturer or installation defects, 7) Draining the pool for longer than 5 days without notice to the Manufacturer; and 8) Any other acts of God or occurrences that the Manufacturer or Installer cannot control or reasonably be expected to be able to control.

**WARRANTY TRANSFER PROCEDURES**

This warranty is hereby issued to the person or persons named above, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the INTER-GLASS® Care & Maintenance Instructions, a copy of the Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The fee for a Warranty Transfer is \$500.00.

**NOTIFICATION - KEEP THIS WARRANTY**

In the event of any claim under this warranty, notification must be sent in writing within ten (10) days of the leak or crack occurring through the installed INTER-GLASS® surface. A copy of the original sales contract and a copy of this warranty may accompany the claim. If not notified as stated and/or the pool is drained or emptied prior to an inspection by the Manufacturer, this warranty may automatically become null and void with no further responsibility by the Manufacturer.

Notification shall be sent to:  
Mid-America PoolRenovation, Inc.  
5929 E. 154<sup>th</sup> Terrace  
Grandview, MO 64030

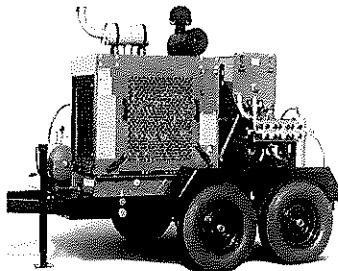
Installation Date:  
Warranty Number:

Issued To:  
Address:

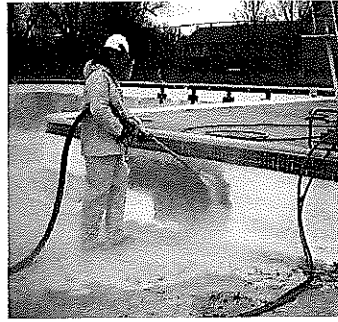
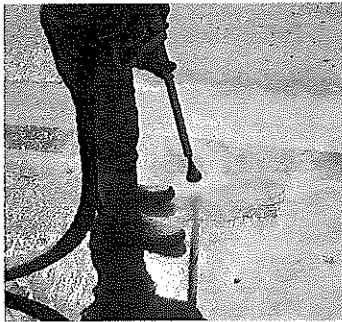
Mid-America Pool Renovation, Inc.'s  
Hydro-Blasting Equipment Process



40K Hydro-Blaster



NLB 4075D Ultra-Clean® 40



Hydro-Blasting in Action

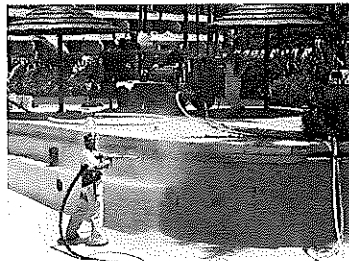
Surface Prep with 40,000 psi  
Ultra High Pressure Water Jetting (UHP-WJ)  
by Mid-America Pool Renovation, Inc.

Importance of Good Surface Preparation

Engineers and Specifiers agree that good surface preparation is fundamental to a successful resurfacing project. Proper surface preparation has two goals:

1. Thoroughly clean the surface, removing old coatings, paints, patching materials and contaminants.
2. Create a substrate profile that supports an excellent bond between the existing and new surfaces.

There are two types of bond, chemical and mechanical.



Hydro-Blasting removing pool paint

Chemical bonding is key for polymeric coatings and systems such as INTER-GLASS®. Mechanical bonding is key for thicker, cement-based surfaces like replaster, Diamond Brite®, and Pebblecrete.

Our Hydro-Blasting system, also known as Ultra High Pressure Water Jetting (UHP-WJ) provides 100% coverage and powers through all layers, removing previous coatings as well as deteriorated or soft sub-surface material.

Hydro-Blasting is environmentally safe

Hydro-Blasting is clean. We continually advance our high operating standards to protect our customers' environment, our employees' safety, and the overall success of each and every project. Hydro-blasting also allows us protect and preserve the pool structure.

Benefits of Hydro-Blasting

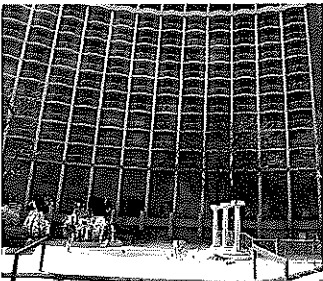
- Dust and debris resulting from sandblasting is eliminated
- 100% of the entire surface is contacted for preparation
- Use of Bonding Agents is unnecessary and not recommended
- No micro-cracking of the surface (Jack hammering or heavy demolition frequently creates micro-cracking that can lead to future delamination of new surfacing materials)
- Removes invisible contaminants
- Is virtually dust free
- Operates at lower sound levels
- Uses only a few gallons of water

Mid-America Pool Renovation, Inc.'s  
Hydro-Blasting Process

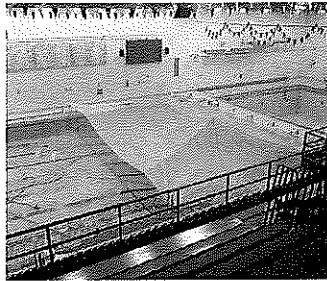
Mid-America Pool Renovation, Inc.'s Hydro-Blasting procedure is a state-of-the-art, ultra-high pressure preparation system that creates a jagged substrate profile that exceeds chemical and mechanical standards.

Hydro-Blasting is the most productive and clean way to achieve the substrate required for a good coating bond while fully respecting our customers' environment.

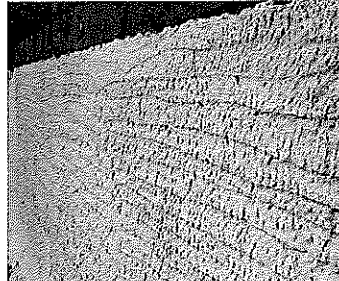
Hydro-Blasting is a versatile technique that allows for different levels of surface removal ranging from complete removal of plaster to removal of pool paint only.



Hydro-Blasting outside the Intercontinental Hotel  
Kansas City, MO



Debris net set up  
South High School, Downers Grove, IL



Residential Plaster Prep  
Overland Park, KS



Removal of soft and deteriorated plaster at  
Prairie Band Polawatomie Indian Nation, KS

Today, methods that once worked for pool prep are known to have adverse affects:

- Sandblasting is now considered environmentally unsafe because it creates airborne pollutants such as silica dust and paint debris. Silica dust, for example, can cause silicosis, a form of lung cancer.
- Acid washing is now discouraged because it penetrates concrete and contaminates concrete surfaces. Acid will also dissolve the cement and concrete matrix, weakening it.
- Mechanical chipping and jack hammering tend to fracture surfaces and create micro-cracking in the sub-surface. Specification agencies (SSPC-SP 13, NACE No. 6, ACI 546-R) all agree that these impact removal methods can weaken the structure.

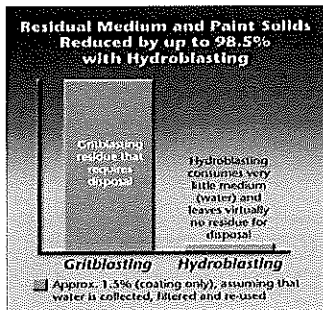
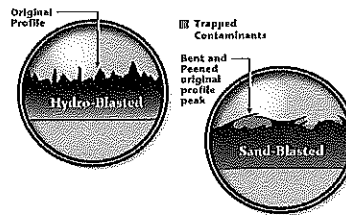


Table shows dramatic reduction in airborne pollutants

The more variation in the profile of the surface post-blast, the stronger the mechanical bond.



Hollow, deteriorated pool plaster removed  
Kansas City, KS

**NOTICE OF AWARD**

TO: Mid-America Pool Renovation, Inc  
Date: December 22, 2021  
Project: Artesian Park Outdoor Pool Renovation

The City has considered the Bid submitted by you for the above described Work in response to its Request for Bids dated December 9, 2021 and Information for Bidder.

You are hereby notified that your Bid has been accepted for items in the amount of Five Hundred Thirty Thousand, Nine Hundred Forty Five dollars and zero cents (\$530,945.00).

You are required to execute the Agreement and furnish the required Certificate of Insurance prior to commencing work.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the City.

Dated this 22nd day of December, 2021.

City of Clinton, MO

By: 

Title: Accounts Payable/Purchasing Clerk

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Mid-America Pool Renovation, Inc.

This the 22 day of December, 2021

by  Austin Kateusz

Title President

Employer Identification Number: 43-1752819