

ADVANCED METERING INFRASTRUCTURE AGREEMENT
BETWEEN THE CITY OF REPUBLIC, MISSOURI AND D & B CONSTRUCTION
GROUP, LLC d/b/a DB UTILITY

THIS Advanced Metering Infrastructure Agreement (“AMI Agreement”) is entered into this _____ day of _____, 2026, by and between the City of Republic Missouri (“City”) and D & B Construction Group, LLC d/b/a DB Utility (“DB Utility”).

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri, and

WHEREAS, DB Utility is a for-profit limited liability company in the business of utility construction organized under the laws of the State of Colorado, with principal offices in the State of Texas, and authorized to transact business in the State of Missouri, and

WHEREAS, the City published a Request for Proposals (“RFP”) (RFP No. 25-015) for installation of advanced metering infrastructure (the “Project”), and after reviewing and considering proposals the City believes it would be in the best interest of the City to award the Project to DB Utility subject to the requirements of that RFP and as further detailed in the terms and provisions contained herein, and

WHEREAS, in order to clarify terms, obligations, and because the City is a Missouri municipal corporation and DB Utility a foreign company, the Parties desire this AMI Agreement (also referred to as the “Agreement”).

NOW, THEREFORE, the City and DB Utility agree as follows:

1. **Headings**: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
2. **Whereas Clauses**: The "Whereas" clauses stated above are incorporated herein by reference.
3. **Assignment**: This Agreement may not be assigned by any Party without the prior written consent of the other parties.
4. **Public Entity and Officer Immunity and Defenses**: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance, including any required by the Agreement, shall not be construed as waiving any such defense otherwise available. If any insurance is determined, against the intent of the Parties, to provide

coverage of a type that would in effect waive any public entity or officer immunity or defense, such is disclaimed.

5. **Severability Clause**: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
6. **Contingent Upon Funds and Approval**: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. DB Utility shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement and all payments thereunder are subject to and conditioned upon approval by City Council.
7. **Limits of Liability and Contribution**: The Agreement shall not be construed to prevent the City from seeking full compensation including contribution as to any damages, regardless of how categorized. This shall not be construed to prevent the City from invoking liquidated damages to the extent otherwise authorized by the Agreement.
8. **Scope of Services**: DB Utility shall provide labor and services necessary for the physical installation, retrofitting, and commission of meters and AMI endpoints as described herein and further detailed in the incorporated and attached contract documents referenced below as **Exhibit 1**. Substantial completion is anticipated to occur within twelve (12) months of approval of this Agreement.
9. **Payment Terms**: DB Utility may submit up to one payment application for a progress payment per month for completed work, and upon submission of an accurate payment application, subject to inspection and if approved by the City within its sole discretion, DB Utility shall be paid ninety-five percent (95%) for approved work with five percent (5%) withheld as retainage until Project completion. Upon completion DB Utility shall submit a final payment application subject to inspection and approval by the City in its discretion. Inspection by the City shall occur within thirty (30) days of the submission and the City shall convey its position as to acceptability in the form of a punch list detailing any corrections, repairs, or incomplete work. All payment applications shall describe and detail the nature of the completed work with supporting documentation, including photographs or other media where applicable or as requested by the City. All payments are also subject to and may be reduced by the amount of any money owed to the City.
10. **Markups, "Overtime," and Service Fees**: The City shall not pay

markups, “overtime,” service fees, or similar increases, nor charges of any kind that are premised on reimbursable costs or other differently authorized fees. For illustrative purposes only, if the Agreement authorizes DB Utility assessing reimbursement for reasonably necessary costs that are paid up-front by DB Utility, such as travel expenses, meals, lodging, outside printing, consumables, or subcontractor costs, then DB Utility shall only be reimbursed up to the amounts expended by DB Utility, without additional markup or service fee.

11. **Disputed Charges, Late Fees, Interest**: In the event of disputed charges, the City shall provide reasonable notice to DB Utility of the dispute. Under no circumstances will this be construed to require that the City provide notice within less time than the due date for the invoice containing the disputed charge(s). No late fees, attorney fees, or collection costs of any kinds shall be assessed against the City; except that if the Parties do not resolve a disputed charge within 45 days of the City having provided notice of the dispute to DB Utility, then DB Utility may start assessing interest from that point forward of nine percent (9%) per annum, which shall not compound more than monthly, subject to and only to the extent otherwise authorized by applicable law.
12. **Termination**: City may terminate for convenience with written notice. Additionally, if DB Utility fails to correct work that is not in accordance with the Agreement, or disregards instruction of the City based on the Agreement, or fails to maintain proper supervision over its staff to timely complete the Project, the City may stop the work and cancel the Agreement. However, under either scenario, DB Utility shall be paid for all satisfactorily completed work as described here and throughout this Agreement.
13. **E-verify**: All applicable law shall be complied with in the course of performing acts related to this Agreement. This includes that DB Utility shall comply with all applicable laws regarding classification of employees, such as pursuant to § 285.500, RSMo. *et al.*, and regarding verification of eligibility for employment, such as pursuant to § 285.530, RSMo. *et al.* For all contracts related to this Agreement, including this Agreement, DB Utility will provide necessary affidavit(s) to show enrollment in a federal work authorization program that DB Utility does not knowingly employ any person who is an unauthorized alien in connection with the contracted service.
14. **Proof of Lawful Presence**: All applicable law shall be complied with in the course of performing acts related to this Agreement. This includes that

DB Utility shall comply with all applicable laws regarding prohibiting persons who are unlawfully present in the United States of America from receiving any public benefit as a result of the Agreement, such as § 208.009, RSMo. Affirmative representations of lawful presence may be established through an authorized officer of DB Utility providing documentary evidence, including such recognized by the department of revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

15. **Certificates of Insurance**: All insurance required under the Agreement shall be filed with the City within ten (10) days after the effective date of the Agreement and prior to the start of work, by providing the City with a Certificate of Insurance, including evidence of the required enforcements hereunder or the policies. All insurances policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance.
16. **Professional/Occupational/Business Licenses**: DB Utility represents that it and all the individuals through whom it may act in providing services contemplated under this Agreement are authorized to conduct business and shall maintain such professional/occupational/business licenses as are required by law to provide the services contemplated by this Agreement. All such costs shall be borne by DB Utility.
17. **Nonresident/Foreign Contractors**: DB Utility shall procure and maintain during the life of this Agreement:
 - a. If DB Utility is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt under applicable law, such as § 351.572, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt under applicable law, such as § 285.230, RSMo.
18. **Affidavit for Compliance with Anti-Discrimination against Israel Act for Contracts Over \$100,000**: Pursuant to § 34.600, RSMo., if the total amount(s) paid by City to DB Utility under this Agreement exceeds One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and DB Utility is associated with a business entity that has ten (10) or more employees, DB Utility shall provide an acceptable notarized affidavit stating that it is not currently engaged in, nor shall, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; is not

currently engaged in nor shall, for the duration of this Agreement, engage in a boycott of goods or services from companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; and that it is not currently engaged in nor shall, for the duration of this Agreement, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.

19. **Not- To Exceed**: The total amount paid to DB Utility by City for the services provided under the Agreement, including fees, costs, expenses, or however otherwise categorized, shall not exceed six hundred thousand dollars (\$600,000.00). The Parties agree to monitor billing and if at any time during performance it appears reasonably likely that the services required will exceed this authorized amount, the City agrees to take action reasonably necessary to seek approval from City Council for an adjustment in the form of a change order, and to make such adjustments prior to exceeding the previously authorized amount. Conversely, DB Utility acknowledges that the City will not retroactively authorize expenditures, and DB Utility will not engage in services that have not yet been authorized, understanding that such will not be paid.
20. **Final Written Agreement**: The terms of this Agreement supersede prior understandings or agreements, if any.
21. **Agreement Documents and Priority in Event of Inconsistency**: This Agreement consists and is comprised of the contract documents listed below. Any inconsistencies between these contract documents shall be resolved so as to give precedence in the following descending order, so that, for example, as between this document as described in subsection (a) and a conflict or inconsistency with any document contained within subsections (b), then this document as described in subsection (a) will govern and supersede. The contract documents and their priority in the event of inconsistency or conflict are as follows:
 - a. This document;
 - b. All documents comprising RFP No. 25-015, including as initially published, amended, bid, clarified, and awarded, along with any exhibits and attachments incorporated into said documents, incorporated herein by reference and attachment as **Exhibit 1**.
22. **Jurisdiction and Venue**: The Agreement shall be governed by the laws of the State of Missouri and forum and venue as to any disputes related to this Agreement shall be the Circuit Court of Greene County, Missouri.
23. **Liability**: Nothing in the Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquated,

consequential damages, or attorney fees.

24. **Indemnification**: Missouri law does not allow a governmental entity to indemnify a private company. The City will not defend, indemnify, or hold harmless DB Utility, its officers, agents, successors, assigns, or any other individual or entity, and the Agreement shall not be construed to require any such obligation. DB Utility shall indemnify and hold harmless the City and its officers, agents, successors, assigns from DB Utility's own negligence or wrongdoing, and from the negligence or wrongdoing of any individual or entity through whom DB Utility may be liable. This shall not be construed to require DB Utility to indemnify or hold harmless as to damages, costs, or attorney fees resulting from negligence by the City or its staff, or resulting from City-furnished materials with defects, pre-existing material defects in infrastructure provided by the City or third-parties, intervening third-party acts (such as of residents or other members of the public in the vicinity of the Project), or conditions outside of the reasonable control of DB Utility.
25. **Litigation**: Nothing in the Agreement shall be construed to waive or impede the right to resolve disputes through litigation nor limit the jurisdiction of the State of Missouri.
26. **Attorney Fees**: No attorney fees shall be assessed against the City for any matter related to this Agreement.
27. **Independent Contractor**: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties. This Agreement shall not be construed as an agreement for the benefit of any third party, including, but not limited to, that this Agreement does not create any employment relationship of any kind, including any between any individual who provides services under this Agreement, and no such individual shall be entitled to wages or employment benefits or compensation of any kind, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.
28. **City Benefits**: DB Utility and the individuals through whom it provides services contemplated by the Agreement are not employees of the City and will not be entitled to any of the benefits established for the employees of the City, including that no part of this Agreement will be construed to require coverage of such individuals by the City's workers' compensation plan or carrier.

29. **Conflict of Interest**: No salaried officer or employee of the City, and no elected official or member of the City Council, shall have a financial interest, direct or indirect, in the Agreement.
30. **Discrimination**: The Parties shall not unlawfully discriminate against any person or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
31. **Execution**: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. DB Utility expressly acknowledges that, regardless of the method of delivery of executed documents, the City can only execute such to the extent authorized by law, and regardless of any expressed opinion, representation, writing, or signature, by any individual or entity purporting to act on behalf of the City, execution of the Agreement and any addendum can only be done by the City to the extent authorized by Missouri law, including that the City can only approve such as authorized by its governing body, either directly or through its duly authorized agent of record.
32. **Notices**: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

City of Republic, Missouri: 4221 S. Wilson's Creek Blvd.
Republic, Missouri 65738

DB Utility:
c/o REGISTERED AGENTS, Inc.
117 South Lexington Street Ste 100

Harrisonville, MO 64701

IN WITNESS WHEREOF, the Parties have caused this to be signed by their duly authorized representatives, the day and year set forth below.

DB Utility

_____ Dated: _____

Trevor Beck, President

City of Republic, Missouri

_____ Dated: _____

Colten Harris, City Administrator

Attest: Laura Burbridge, City Clerk