Agenda

City Council Regular Session

Monday, June 22, 2026 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Adam Travis

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

A. Study Session Summary of February 2, 2026
B. Regular Session Minutes of April 13, 2026
C. Regular Session Minutes of April 27, 2026
D. Regular Session Minutes of May 11, 2026
E. Special Regular Session Minutes of May 18, 2026

VI. Meeting Schedule

VII. Presentation

A. Clay County 250 Challenge Coin

VIII. Consent Agenda

A. Boards/Commissions Reappointments
   1. Park Board
      a. Reappoint Ryal Briar to a term expiring 6/1/2026
      b. Reappoint Vern Windsor to a term expiring 6/1/2026
      c. Reappoint Christopher Hand to a term expiring 6/1/2026

IX. Public Hearings

X. Ordinances, Contracts and Resolutions

A. Ordinance acknowledging vendor payments for the period of May 29, 2026 to June 12, 2026
   1. Ordinance excluding Screen Vision Media payments
   2. Ordinance including Screen Vision Media payments
B. Ordinance approving a contract with Campione Interior Solutions for lower-level flooring replacement (epoxy chip system) at the Liberty Community Center in an amount not to exceed $33,500.00

C. Ordinance approving a six-year lease agreement with First Western Equipment Finance for a TLM Pro X Field Painter in an annual amount not to exceed $8,347.42

D. Liberty WWTF Warm Storage Alterations Project

1. Ordinance amending Ordinance No. 12192 approving a change order with Southtown Glass Inc. for construction services related to the renovation of the Utilities Storage Building by increasing the agreement amount by $15,529.00 from an amount of $526,535.00 to $542,064.00

2. Resolution accepting the construction of the warm storage alterations with Southtown Glass, Inc.

E. Ordinance approving a Memorandum of Understanding with the Great Americans Project for the installation of a GAP-owned statue on City-owned property

F. Ordinance approving a design/build construction services contract for 2300 N. Lightburne Street (Liberty Fire Station 3) exterior detached garage project with Syler Construction, Inc. in a amount not to exceed $989,588.00

G. Ordinance approving a four-year service agreement between the City of Liberty and Zoll Medical Corporation for the purchase of five Zoll Autopulse NXT's in an amount not to exceed $113,950.47

H. Ordinance approving a contract with The Wilson Group, Inc. for the City of Liberty – IT Room Remodel (Project 25-017) in an amount of $138,600.00 with funding authorization up to and in a not to exceed amount of $153,000.00

I. Ordinance approving a contract for the 2026 Trail Paving Project (26-016) with All Pro Asphalt & Maintenance, LLC for an amount of $175,560.00 with funding authorization up to and not to exceed $193,116.00

J. Ordinance approving a contract for the 2026 Parking Lot Project with Byrne & Jones Construction for an amount of $404,698.00 with funding authorization up to and not to exceed $445,170.00

K. Ordinance approving an emergency contract with The Havens Construction Co, Inc. for the emergency storm sewer repairs across Forrest Avenue (Project No. 26-015) in an amount not to exceed $56,825.00

XI. Other Business

XII. Citizens' Participation

XIII. Miscellaneous Matters from City Administrator

XIV. Miscellaneous Matters from Mayor and City Council

XV. Adjournment

City Council Meeting
Study Session Summary
February 2, 2026

I. CALL TO ORDER

A study session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on February 2, 2026 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. ATTENDANCE

Council Members Present:	Shelton Ponder, Ward I Kelley Wrenn Pozel and Adam Travis, Ward II Kevin Graham and Jeff Watt, Ward III Michael Hagan and Gene Gentrup, Ward IV
Council Members Absent:	Harold Phillips, Ward I
Staff Present:	Curt Wenson, City Administrator Sara Cooke, Assistant City Administrator George Kapke – City Attorney Katherine Sharp, Planning and Development Director Sarah Ranes, Deputy City Clerk
Public Present:	Kellie Houx, Courier Tribune 1 member of the public

III. TOPICS OF DISCUSSION

A. Multifamily Design Criteria – A diverse range of housing styles helps strengthen the community by allowing residents to remain in Liberty through different stages of life. The City aims to encourage multifamily developments that offer appealing architectural character, whether the homes are rented or owned. These projects should establish their own identity rather than contribute to neighborhoods that look uniform or repetitive. The design guidelines below are intended to support conversations about which standards are most appropriate for multifamily developments.

B. Standards for Site Design:

1. A minimum of thirty percent of the lot area shall be composed of open space, greenway or permeable surfaces.
2. Attractive and effective landscaping and buffering will be expected to occur between land uses and where units back up to roads. The preservation of existing tree lines at property edges and use of natural features will be expected.
3. Attractive landscaping is required. One tree is required in the front yard, one tree per parking space, and street trees are required. Foundation plantings are required along street facing façades, with groundcover or mulch in all planting beds.

4. The site should contain usable outdoor areas, courtyards, rooftop terraces, or shared common greenspace for residents.
5. Functional private outdoor space (porch, balcony, patio, or deck) is required for each unit.
6. Garages, both attached and detached, and all other accessory structures shall be located in the rear yard.
7. The primary entrance to a building shall be oriented towards the street to reinforce walkability and human scale. Front door prominent.
8. Buildings should connect seamlessly to sidewalks, trails, and neighborhood amenities.
9. All trash, recycling, and organic waste containers shall be located behind the building and fully screened from view from any public right of way, including streets, sidewalks, alleys, and public open spaces, when the containers are in their designated storage location.

C. Standards for Materials and Building Design:

1. Buildings should avoid stock plans, instead offering varied rooflines and articulations to match the neighborhood character.
2. It is expected that all units will utilize brick, stone, or stucco (not synthetic stucco) covering at least 30% of the front of the unit. Such materials will also be expected on other elevations, especially those which face single-family residential units, or are adjacent to arterial and/or collector streets. In lieu of the use of the above-mentioned materials, such as construction materials on elevations other than the front, such as wood lap, or concrete fiber lap siding will be considered; vinyl materials are not acceptable. EIFS or similar material is not a suitable alternative to stucco. Masonry materials will be expected to be used in chimney construction.
3. The maximum continuous blank wall area shall be a maximum of twenty linear feet without a break by windows, doors, architectural features, or a substantial material change. Paint shall not be considered a substantial material change unless it is an approved public mural by a commissioned professional artist.
4. Multifamily buildings should integrate with existing character, scale, and land-use patterns.
5. Structures should have visible, welcoming entries and active ground-floor frontages to enhance safety and street presence. Porches are encouraged on lower density projects.
6. Transition sensitively to adjacent single-family neighborhoods. Building height, massing, and rooflines should step down toward the shared property line to create an appropriate scale relationship, while setbacks, landscaping, and screening elements should be used to protect privacy and reduce visual and noise impacts. Architectural materials, façade articulation, and lighting must be compatible with nearby homes, ensuring a cohesive streetscape and a comfortable neighborhood edge. Site access, service areas, and activity-generating uses should be positioned to minimize disruption to residential properties.

IV. SUMMARY

Mayor Canuteson thanked Ms. Sharp for her presentation.

V. ADJOURNMENT

The meeting adjourned at 8:20 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____
Deputy City Clerk

City Council Meeting

Regular Session Minutes
April 13, 2026

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on April 13, 2026 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Council Member Graham, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present:	Shelton Ponder, Ward I Kelley Wrenn Pozel and Adam Travis, Ward II Kevin Graham and Jeff Watt, Ward III Gene Gentrup and Michael Hagan, Ward IV
Council Members Absent:	Harold Phillips, Ward I
Staff Present:	Curt Wenson, City Administrator Sara Cooke, Assistant City Administrator Vicki McClure, Finance Director Andy Noll, Utilities Director Amy Blake, Human Resources Director BJ Staab, Parks and Recreation Director Jim Martin, Police Chief Chris Young, Fire Chief Katherine Sharp, Planning and Development Director Sherri McIntyre, Public Works Director Beth Vanderhoorn, Assistant Deputy City Clerk
Public Present:	Kellie Houx, Courier Tribune 11 members of the public

IV. PROCLAMATIONS

A. National Telecommunicator's Week

Mayor Canuteson read and presented the Proclamation to dispatcher Shelby Spurlock.

B. National Animal Control Officer Appreciation Week

Mayor Canuteson read and presented the Proclamation to Animal Control Staff.

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. Motion to approve the purchase of a 2026 F250 Crew Cab 4wd truck from Gary Crossley Ford in an amount not to exceed $36,125.68

The Department currently operates six admin vehicles, including the Fire Chief, Support Services Chief, Fire Marshal, Shift Commander, EMS Chief and a Support Vehicle. As discussed in 2010 with the Budget Committee and the Citizen Sales Tax Oversight Committee, the Fire Department set a replacement schedule for these six vehicles at six years or 80,000 miles, whichever occurs first.

In preparation of the proposed 2026 purchase, the Fire Department submitted a Request for Bids to three automobile dealers for a 2026 F250. Responses were received from all three dealers, which included providing a trade-in value for the vehicle being recommended for replacement.

Staff recommends the purchase of one Ford F250 Crew Cab 4wd truck from Gary Crossley Ford in the amount of $68,125.68, less a trade-in allowance of $32,000.00, for a total cost of $36,125.68, the lowest and best bid.

Action: Council Member Watt moved to approve the motion. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

VIII. PUBLIC HEARINGS

A. Hosanna! Lutheran Church Annexation **(postpone to April 27, 2026)**

Action: Council Member Hagan moved to postpone to the April 27, 2026 meeting. Council Member Graham seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of March 13, 2026 to April 3, 2026

1. Ordinance excluding Screen Vision Media payments

Document No. 10125 was read.

Action: Council Member Gentrup moved to approve the vendor payments. Council Member Hagan seconded the motion.

Roll Call
Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12289.

2. Ordinance including Screen Vision Media payments

Document No. 10126 was read.

Action: Council Member Watt moved to approve the vendor payments. Council Member Travis seconded the motion.

Roll Call
Vote: Motion passed 7-0-1
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: Council Member Hagan, due to potential conflict of interest.
Approved by the Chair and inscribed in Ordinance No. 12290.

B. Brindlee Mountain Fire Apparatus, LLC

1. Ordinance approving an agreement with Brindlee Mountain Fire Apparatus, LLC for the listing and marketing commission for the sale of Pumper Truck 611

The Fire Department has identified three fire apparatus that are being replaced through the department's apparatus replacement plan. As new apparatus is delivered and placed into service, these units will be declared surplus and made available for sale. To assist with the marketing and sale of these vehicles, the department will enter into Listing & Marketing Commission Agreements with Brindlee Mountain Fire Apparatus, LLC, a national broker specializing in the resale of used fire apparatus. Under these agreements, Brindlee Mountain Fire Apparatus will market the units through its national buyer network and advertising platforms to maximize exposure and potential sale value. The agreements grant Brindlee the non-exclusive right to list and market the apparatus for sale.

Each of the three apparatuses will be listed at a target price of $300,000.00, subject to market conditions and mutual agreement between the City and the broker.

If Brindlee Mountain Fire Apparatus identifies a buyer and facilitates the sale of the apparatus, the City will pay a commission based on the final sales price:

- 10% of the sale price if the apparatus sells for less than $200,001.00
- 7% of the sale price if the apparatus sells between $200,001.00 and $350,000.00
- 5% of the sale price if the apparatus sells for more than $350,000.00

There is no upfront cost to the City for entering into these agreements. Any commission paid would come only from the proceeds of the apparatus sale, ensuring that the City receives the maximum possible return while benefiting from national marketing exposure. The sale of these apparatus will generate revenue that can be applied towards the equipment needed for the new apparatus. Any surplus would be applied to the payment schedule for the new apparatus.

Document No. 10127 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Pozel seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Travis seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12291.

2. Ordinance approving an agreement with Brindlee Mountain Fire Apparatus, LLC for the listing and marketing commission for the sale of Pumper Truck 612

Document No. 10128 was read.

Action: Council Member Pozel moved to waive the rules and consider the ordinance on first reading. Council Member Graham seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Graham moved to approve the ordinance. Council Member Travis seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None

Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12292.

3. Ordinance approving an agreement with Brindlee Mountain Fire Apparatus, LLC for the listing and marketing commission for the sale of Pumper Truck 613

Document No. 10129 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Gentrup seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12293.

C. Ordinance approving the vacation of a public easement located at 1500 S. Withers Road

The City of Liberty has an established a petition process in which public right-of-way (ROW) or easements may be vacated.

To facilitate the Liberty Middle School track and field improvement project, the Liberty Public School District – School District 53, constructed public storm sewer improvements on their property at 1500 S. Withers Road. The construction of the public storm sewer improvements necessitated the establishment of an easement for public storm drainage facilities (which has been accepted as of the March 23, 2026, Council meeting). In addition to establishing a new easement, the School District needed to vacate pre-existing easements which were no longer necessary based on the realignment of the public storm sewer. The School District has followed this process to request a vacation of a pre-existing easement that is no longer in use. The School District has obtained signatures from utility companies and City staff have publicly advertised the petition in local news publications as required per the City Code.

Document No. 10130 was read.

Action: Council Member Pozel moved to waive the rules and consider the ordinance on first reading. Council Member Watt seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12294.

D. Ordinance amending Chapter 20, "Motor Vehicles & Traffic," of the Code of the City of Liberty, Clay County, Missouri

Amendments to traffic regulations are required to update the City Code for any new or modified traffic signage. The changes to traffic signs may be driven by a citizen's request, staff, or temporary situations requiring traffic modifications. The codification of the traffic regulations and the addition of appropriate signage allow the enforcement of the regulations.

Traffic regulation changes are generally initiated by a 90-day evaluation period monitored by both Public Works and the Police Department. If the changes are determined by both departments to be warranted, they are then taken to the City Council for approval of a permanent regulation change.

The traffic regulations amendment pertaining to this action are summarized as follows:

- Limiting parking to two hours on the east side of S. Water Street from adjacent to Corbin Mill south to the end of the street.

Document No. 10131 was read.

Action: Council Member Pozel moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12295.

E. Ordinance approving an agreement with Federal Signal Corporation for CommanderOne services in an amount not to exceed $6,241.00

The City of Liberty currently operates an outdoor warning siren system used to alert residents during severe weather and other emergencies. The existing control system requires operators to activate sirens from fixed locations using on-premise hardware.

CommanderOne is a cloud-based platform designed to enhance the functionality of existing Federal Signal warning systems. The system integrates with the current Commander on-premise control system and allows authorized users to monitor and activate warning sirens from secure desktop or mobile devices.

CommanderOne provides several operational advantages including:

- Remote monitoring and activation of warning sirens from virtually any device connected to the internet.
- Map-based visualization showing siren status and location in real time.
- Weather-based activation tools utilizing National Weather Service polygons.
- Secure multi-user authentication with layered security protocols.
- Integrated messaging capability to notify staff and responders via SMS, email, or voice notifications.

This platform enhances operational flexibility, redundancy, and situational awareness during emergency events. It also provides the ability to manage the system remotely if primary activation points become unavailable.

The proposed service includes the CommanderOne standard annual subscription, messaging capability and annual configuration support.

Document No. 10132 was read.

Action: Council Member Watt moved to waive the rules and consider the ordinance on first reading. Council Member Gentrup seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Graham moved to approve the ordinance. Council Member Travis seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12296.

F. Ordinance authorizing the City of Liberty, Missouri to enter into an equipment lease purchase agreement and authorizing and approving certain documents in connection with the delivery of the lease

The City will be issuing a lease purchase obligation for various funding requirements. Staff has reviewed the applicable fund capacity to make the required debt payments

and believes sufficient long-term funds exist. The following estimated debt service schedule is attached to this report.

The City sought Requests for Terms from Commerce Bank, US Bank, Central Bank of the Midwest, and Pony Express Bank. The terms offered by Commerce Bank were deemed to be the best.

- The amount of lease to be issued is expected to be $2,056,553.78.
- This will provide a project deposit of $2,085,000.00.
- The remaining funds of $28,250.00 will be used to pay for cost of issuance.
- The issuance of this lease will provide funding for the following: $2,056,553.78 for the purchase of 2 New Pumpers;
- Lease debt service payments will be made from the following budget starting in October 2026:
    - 2026 Pumper purchase from the Fire Sales Tax Fund;
    - The ordinance to be approved will establish the lease parameters.

Document No. 10133 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Watt seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Pozel seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12297.

G. Ordinance approving a contract with Olsson, Inc. for the S. Liberty Parkway Traffic Signal Interconnect Project (26-002) in an amount not to exceed $143,766.33

The City of Liberty applied for and was awarded $640,000.00 in Federal grant funding through the Congestion Mitigation and Air Quality Improvement federal funding initiative. The project for which these funds were applied for involves providing traffic signal upgrades and installing fiber optic cable connectivity to four consecutive existing intersections along the South Liberty Parkway corridor from I-35 heading east to S. Withers Rd. The upgrades will allow for the purchase and installation of infrastructure and equipment necessary to provide interconnection and add the four signalized intersections to the Operation Green Light (OGL) system. Inclusion in the OGL system will provide coordination and optimization of the signals, thereby increasing the efficiency of the corridor and decreasing travel times.

To facilitate this project, City Staff developed a scope of work and publicly advertised for and requested qualifications with a total of five applicants as follows:

- Affinis Corp
- Garver
- JEO Consulting Group, Inc.
- Lochmueller Group
- Olsson

After review of the submittals, staff unanimously selected Olsson as the most qualified consultant to provide the required services. Since that time staff have negotiated a contract and scope of work with Olsson, which provides the following services:

- Project Management
- Existing Conditions and Field Review Services
- Environmental Review
- Public Involvement
- Preliminary Design Phase
- Right of Way Design Phase
- Final Design Phase

While Olsson is being awarded the entirety of the contract which was advertised, services such as construction services and signal timing are to be authorized and obligated through future formal amendment and Council action and are neither authorized nor obligated through this action.

This council action would authorize a contract with Olsson Inc. for the S. Liberty Parkway Traffic Signal Interconnect Project (26-002) and allocate funding for the project in an amount not to exceed $143,766.33.

Document No. 10134 was read.

Action: Council Member Pozel moved to waive the rules and consider the ordinance on first reading. Council Member Travis seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12298.

H. Ordinance approving a Memorandum of Understanding and License Agreement with KC2026

There is an existing pull-off area for buses on College Street, and this will be used for the bus service that has been arranged by KC2026 during game times during FIFA World Cup 2026. The plan is to have service every 20-minutes during the festival times. This service will provide pedestrian access to businesses and service in the Liberty area.

City staff have evaluated the location and have addressed the condition of the area for pedestrian usage. The terms of the agreement have been reviewed by City Legal Counsel and meet the requirements of the City.

Document No. 10135 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Gentrup seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Graham seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12299.

I. Ordinance approving an agreement with Corrective Asphalt Materials, LLC for the 2026 Pavement Preservation Reclamite Project (26-010) in an amount of $205,429.50 with funding authorization up to and not to exceed $225,930.00

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This report pertains to the 2026 Pavement Preservation Reclamite Project (26-010).

In 2025, City staff was introduced to and received CSTOC and Council approval to utilize a sole source contract for the application of a patented pavement preservation product called Reclamite Petroleum Maltene-Based Rejuvenating Agent (Reclamite) as provided by Corrective Asphalt Materials, LLC (CAM). Based on the 2025 trial section candidate, S. Leonard Street from Mill Street to M-291 Highway, staff determined that it would be advantageous for the City to use Reclamite on additional City streets. As such, the staff requested a quote from CAM for the application of Reclamite to the following streets, all of which were paved in 2024:

Street	From	To
Lightburne St.	Mill St.	Shepherd Rd.
Hwy H.	Mill St.	City Limits
Hwy B.	Hwy H.	City Limits
E. Heartland Dr.	N. Heartland Dr.	Shepherd Rd.
W. Heartland Dr.	Shepherd Rd.	N. Heartland Dr.
N. Heartland Dr.	W. Heartland Dr.	Route 69

CAM's proposal came in at $205,429.50. This is a unit price of $1.50/SY. For comparison, the equivalent cost for Mill and Overlay based on the 2026 low bid prices would be $9.13/SY.

As this product and the method of application are a patented technology, there was no public advertisement or bidding for this scope of work and its usage is being pursue as a sole source contract.

Staff recommend approval of a sole source contract with Corrective Asphalt Materials, LLC. in the amount of $205,192.50 with additional funding authorization of $20,500.50 for a total requested authorization of $225,930.00. The amount requested for approval includes both the contract amount of $205,429.50 and the addition of an approximate 10% contingency ($20,500.50). Contingency is requested as final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the final contract price.

Document No. 10136 was read.

Action: Council Member Pozel moved to waive the rules and consider the ordinance on first reading. Council Member Watt seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12300.

J. GFT Novation

The City of Liberty has two existing contracts with TranSystems Corporation as follows:

- City Park Sidewalk Project (24-009), Ordinance No. 11972 dated September 23, 2024.
- 104th Street Improvement Project (24-007), Ordinance No. 11998 dated October 28, 2024.

TranSystems Corporation has merged with GFT Infrastructure, Inc. and, as such, the contracts require a formal novation to assign and assume the contracts from TranSystems Corporation to GFT Infrastructure, Inc.

1. Ordinance amending Ordinance No. 11972 approving the assignment and assumption of City Park Sidewalk Project (24-009) from TranSystems Corporation to GFT Infrastructure, Inc.

Document No. 10137 was read.

Action: Council Member Watt moved to waive the rules and consider the ordinance on first reading. Council Member Gentrup seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12301.

2. Ordinance amending Ordinance No. 11998 approving the assignment and assumption of 104th Street Improvement Project (24-007) from TranSystems Corporation to GFT Infrastructure, Inc.

Document No. 10138 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Ponder seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12302.

K. Tapp Farms

The Tapp Farms residential development is located north of the South Liberty Parkway, West of Birmingham Road and South of Ruth Ewing Road and consists of 149 residential lots. To facilitate the Tapp Farms residential development project, public storm sewer, sanitary sewer, water and street improvements as well as Private Storm Water Quality Best Management Practices (BMP's) were constructed. The requirements associated with each of the constructed improvements as well as the recommended action by staff are provided below:

Public Improvements: Public Storm Sewer, Sanitary Sewer, Water and Street Improvements were constructed to facilitate the development. The public Storm Sewer, Sanitary Sewer and Water Improvements were constructed by Holthouse Construction LLC whereas the public street improvements were constructed by Metro Asphalt, Inc. Improvements were constructed under the jointly held permit PWKS-08-25-00002. The public improvements were constructed in accordance with City plans and specifications at no cost to the City of Liberty.

Private Storm Water Quality Facilities Best Management Practices (BMP): Storm water quality facilities were constructed to facilitate the development. Per the City of Liberty's storm water discharge permit from the Missouri Department of Natural Resources, an agreement between the City and the post-development landowner(s) is required to designate the responsible party(ies) and the type/frequency of maintenance activities for continued performance of storm water detention and storm water quality facilities. In response to the requirement, the Covenant to Maintain Storm Water Management System associated with the Tapp Farms Residential Development has been executed by the property owner (EPS CV LLC). This covenant is the City's standard requirement where storm water detention and storm water quality facilities are required. City Council acceptance is required prior to recording the covenant document.

The covenant was obtained from EPS CV LLC, at no cost to the City.

1. Ordinance accepting a covenant to maintain storm water management systems from EPS CV LLC for the Tapp Farms residential development

Document No. 10139 was read.

Action: Council Member Watt moved to waive the rules and consider the ordinance on first reading. Council Member Pozel seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12303.

2. Resolution accepting the Tapp Farms residential development public storm sewer, sanitary sewer, water and street improvements

Action: Council Member Graham moved to approve the resolution. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3532.

L. Resolution authorizing the filing of a grant application with the Federal Railroad Administration for the design of a bridge over the rail lines along Birmingham Road just south of Holt Drive thereby removing the current at-grade rail crossing

The Federal Railroad Administration (FRA) is anticipated to release a Notice of Funding Opportunity (NOFO) for both the Railroad Crossing Elimination program (RCE) and Consolidated Rail Infrastructure and Safety Improvements program (CRISI) in the near future. FRA is anticipated to allocate approximately $900 million to $1 billion for the RCE program and approximately $2 billion for the CRISI program. The City of Liberty, Department of Public Works, intends to make applications for the following project:

- Grant Application: Birmingham Road Grade Separation Project

The proposed project will advance final design of a grade separation at Birmingham Road, eliminating an at-grade rail crossing in the City of Liberty, Missouri, along the Canadian Pacific Kansas City (CPKC) Railroad corridor. The project will address critical safety, mobility, and quality of-life challenges created by frequent freight train movements through a rapidly growing residential area.

The project will identify and implement a grade-separated crossing solution that permanently removes conflicts between rail operations and roadway users. Birmingham Road functions as an important north-south connection between Missouri Highway 291, Liberty Parkway, and adjacent neighborhoods, including areas south of the rail corridor that are rapidly developing. Eliminating the at-grade crossing will significantly reduce crash risk, improve emergency access, lessen traffic and travel delays, and decrease noise impacts associated with train horns. The project will strengthen the operational capability of a nationally significant freight corridor linking Kansas City to the Gulf Coast and Mexico, supporting the safe and reliable movement of goods while reconnecting neighborhoods currently divided by rail infrastructure.

By removing Liberty's this at-grade crossing with CPKC, the Project supports federal rail safety priorities, strengthens multimodal connectivity, and improves community livability in one of the Kansas City regions' fastest-growing suburban communities.

The FRA Project Lifecycle Stages, which the City would be applying for, the anticipated costs for each stage, as well as a brief description of what the final design will result in are provided below:

Task	Federal (80%)	Non-Federal (20%)	Total
Project Administration	$160,000.00	$40,000.00	$200,000.00
Preliminary Engineering	$504,000.00	$126,000.00	$630,000.00
Environmental Review	$192,000.00	$48,000.00	$240,000.00
Final Design	$800,000.00	$200,000.00	$1,000,000.00
Total	**$1,656,000.00**	**$414,000.00**	**$2,070,000.00**

Final design will result in the development of construction-ready plans, specifications, and cost estimates including:

- Design of a roadway-rail grade separation at Birmingham Road.
- Design of removal of the at-grade crossing, crossing surfaces, warning devices, and associated signage.
- Design of roadway realignment and reconstruction to accommodate the grade-separated facility.
- Design of appropriate pedestrian and multimodal accommodations, where applicable.
- Design of drainage, roadway lighting, safety features, and supporting infrastructure.
- Design of traffic control measures to ensure safe operations during construction.

The proposed design project is estimated at $2,070,000.00 and would provide construction-ready plans, specifications, and cost estimates. If awarded, the City could receive up to 80% of the estimated project development cost back as reimbursements. It should be noted that, if awarded grant funding for Final Design, the City would be optimally positioned for future FRA NOFO's for construction of the project, which is currently estimated at $20,190,000.00.

This action is only for the application for federal funding, no Citizen Sales Tax Oversight Committee (CSTOC) memo has been prepared.

Action: Council Member Watt moved to approve the resolution. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3533

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION

Carrie Lonsdale – 1320 Huntington Drive, Liberty, MO. Mrs. Lonsdale spoke regarding the Metrobloks Data Center and expressed concerns about transparency, public involvement and oversight of project related funds. Mrs. Lonsdale stated decisions regarding this data center should have involved community input and expressed concern that residents weren't adequately informed about the development and requested greater transparency regarding the oversight and distribution of funds.

Bailey Basgall – 9824 Betsy Ross Lane, Liberty, MO. Ms. Basgall addressed the City Council regarding the Metrobloks Data Center and the associated non-profit organization. Ms. Basgall raised questions concerning the non-profits governance, oversight, board membership, conflict of interest policies and funding distribution process. She also inquired about the involvement of elected officials with the non-profit organization and requested information regarding transparency, accountability and public access to records. Ms. Basgall expressed concern regarding the public's participation in the process and whether decisions were being made in the community's best interest.

Erica Beck – Ms. Beck spoke regarding the Metrobloks Data Center and expressed concerns about its potential long-term impacts on the community. Ms. Beck requested transparency regarding the project and sought assurances that residents would not incur additional utility costs related to the development.

Ben Holland – 7516 N. Lydia Avenue, Gladstone, MO 64118. Mr. Holland asked the City Council are non-profit board members required to file financial disclosures similar to public officials? What safe guards are in place to assure no special monetary benefits are provided to board members or associated entities? Will the non-profit be subject to the Missouri Sunshine Law requirements? Will meeting minutes, financial reports and grant decisions be publicly available? Mr. Holland stated he has been in education for over twenty years and he believes the more tech students have, the worse off they are. Mr. Holland stated he's interested as to why this institutes headquarters are located at William Jewell College, an institution notoriously known to be in financial trouble these past few years. Mr. Holland stated he was very disappointed with the City Council's handling of this matter.

Mark Haskell – Stated he lives in Ward One. Mr. Haskell addressed the City Council regarding the tax revenue associated with the Metrobloks Data Center. Mr. Haskell stated he has questions regarding the tax incentives related to this data center and how the cash flow is going to be handled. Mr. Haskell asked the City Council how soon the City will be receiving the funds related to this project.

Matt Smith – 541 White Oak Lane. Mr. Smith informed the City Council that he is a software architecht that uses AI everyday even though there may be days he doesn't want to. Mr. Smith stated 25 years is a long time for a tech company and over those years as time changes, what happens if Metrobloks closes up, what happens to the money that was afforded to get them to come to Liberty? Mr. Smith stated that change is scary and residents will either adapt or they won't. Mr. Smith stated that transparency is important.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 7:55 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____
Deputy City Clerk

City Council Meeting

Regular Session Minutes
April 27, 2026

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on April 27, 2026 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Council Member Phillips, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present:	Harold Phillips, Ward I Adam Travis, Ward II Kevin Graham and Jeff Watt, Ward III Gene Gentrup and Michael Hagan, Ward IV
Council Members Absent:	Shelton Ponder, Ward I Kelley Wrenn Pozel, Ward II
Staff Present:	Curt Wenson, City Administrator Sara Cooke, Assistant City Administrator Vicki McClure, Finance Director Andy Noll, Utilities Director BJ Staab, Parks and Recreation Director Jim Martin, Police Chief Katherine Sharp, Planning and Development Director Sherri McIntyre, Public Works Director Sarah Ranes, Deputy City Clerk
Public Present:	Kellie Houx, Courier Tribune 11 members of the public

IV. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. Motion to approve the emergency repair of well #13 and well #14 by Sargent Drilling in an amount not to exceed $133,637.00

Sargent Drilling began the cleaning of wells 13 and 14 in March 2026. It included the removal and inspection of the motor, column pipe, and all pump components. This is

the first time the pump and motor for wells 13 and 14 have been pulled to be inspected since they were installed almost 20 years ago.

The largest issue was that 55–60 feet of the column pipe in both wells was deteriorated beyond saving and needed to be replaced. The new sections to be put in will be epoxy coated to extend their useful life. They are also replacing the shaft that connects the motor to the pump with a larger diameter that will be more dependable and required to allow us to transfer from a water-lubricated to oil-lubricated system. Changing to oil lubrication, as well as the replacement and re-plumbing of the air relief valve, will allow staff to run these wells in the winter without worry of freeze damage

Performing these repairs as soon as possible and getting wells 13 and 14 back in service will ensure that staff have easier operations once summer starts. Staff did not expect to find such significant damage when the project started. The same cleaning procedure was completed last year on two other wells and the repairs completed were minor in comparison. Delaying the authorization for repairs could have pushed the well repair completion date into higher water demand times, which could result in increased water plant run time and resulting in increased overtime.

Action: Council Member Hagan moved to approve the motion. Council Member Phillips seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

B. Regular Session Minutes of March 9, 2026

Council Member Hagan moved to approve the minutes as distributed. Council Member Phillips seconded the motion, which carried unanimously.

C. Regular Session Minutes of March 23, 2026

Council Member Hagan moved to approve the minutes as distributed. Council Member Phillips seconded the motion, which carried unanimously.

D. Boards and Commissions Appointment
1. Parks & Rec Foundation Board
   a. Appoint Kevin Bower to a term expiring 01/01/2029

Council Member Hagan moved to approve the appointment. Council Member Phillips seconded the motion, which carried unanimously.

VII. PUBLIC HEARINGS

A. Ordinance providing for the annexation of a 4.5-acre territory described as The Hosanna! Lutheran area and the extension of the corporate limits of the City of Liberty, all pursuant to Section 71.012 of the revised statutes of Missouri **(postponed from April 13, 2026)**

The Hosanna! Lutheran Church property is currently situated partially within Kansas City and partially within Liberty, though the church building itself is primarily located in Liberty.

On December 16, 2025, staff received a request from Anthony Belcher, Congregation Treasurer, to annex 4.5 acres from Kansas City into the City of Liberty. The church has been coordinating with the City of Kansas City to complete the detachment process necessary for this annexation.

The State of Missouri provides, in effect, three approaches to annexation. For actions that involve the annexation of unincorporated holdings into a municipality, either a voluntary or standard annexation can be pursued. For an instance in which two municipalities agree to amend their corporate limits, a transfer between municipalities is the proper approach. This is a voluntary annexation of one 4.5-acre property from Kansas City into the Liberty city limits for the purpose of consolidating their property into one municipality. The voluntary annexation rules from state statute and city code are summarized below:

Should 100% of the property owners involved in an annexation proceeding agree to the action, a voluntary annexation can be pursued in accordance with the following:

1. Voluntary Annexation:

    a) 100% of property owners in the area of annexation petition the City Council to request the annexation;
    b) City Council holds a public hearing to consider the request after posting the proper legal notice in the local paper; and
    c) City Council votes to annex or not to annex the subject property. A majority vote of the Council in favor of such a measure is all that is necessary to approve the annexation.

2. Contiguous and Compact:

    According to the State Statute, the annexation area: Shall be “contiguous and compact” and shall not include areas contiguous to the City only by a rail line, trail, pipeline, or real property less than ¼ mile in width that would, after the annexation, leave areas of unincorporated land between the City and prior boundaries only connected by said rail line, trail, pipeline, or ¼ mile wide property.

3. Zoning:

    Should the City formally annex an area, City Council then must assign a zoning classification for the area. Such designation must be the City's

equivalent to the existing zoning designation. Should the property owner or City choose to pursue a different zoning classification, a rezoning application must be considered as a separate action that would require a separate hearing and vote.

The petition request for annexation is signed by the property owner of the property. The property is considered contiguous and compact, as it is directly adjacent to our current north-west city limits. The City of Kansas City has agreed to detachment/ de-annexation. The current Kansas City zoning on the property is R-80, which is closely equivalent to the City of Liberty R-1A Zoning, Suburban Residential District, a large lot residential zoning. The existing church property currently located within the City of Liberty is also zoned R-1A.

This annexation will incorporate a portion of 104th Street into the City of Liberty, an area that was previously within Kansas City. In anticipation of the planned improvements to 104th Street, staff has requested—and the property owners have agreed—to dedicate the necessary right-of-way to accommodate these enhancements.

Mayor Canuteson opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the ordinance.

Anthony Belcher, the Congregation Treasurer from The Hosanna! Lutheran informed the City Council that he was here in support of the annexation on behalf of the Hosanna! Lutheran Church.

Pastor Mike Kern, Pastor of The Hosanna! Lutheran Church informed the City Council that he was here in support of the annexation on behalf of the Hosanna! Lutheran Church. Mr. Kern stated he loves Liberty and that he wants to continue to serve the Liberty area.

Seeing no one else wishing to speak, the Mayor closed the Public Hearing

Document No. 10140 was read.

Action: Council Member Phillips moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12304.

B. Ordinance amending Chapter 30, “Unified Development Ordinance”, of the Code of the City of Liberty, Clay County, Missouri

The Unified Development Ordinance (UDO) was approved in April 2005. Periodically, the City reviews potential changes that may be warranted due to changing technologies, trends, community preference, grammatical errors in the code, or planning commission direction. Following the City Council Study Session on February 2, 2026 regarding multifamily housing design criteria, staff has prepared specific code amendments as directed. These updates aim to ensure that future developments incorporate high-quality materials, landscaping, and thoughtful design to enhance the community. These design criteria have been available to the public since the City Council meeting on March 23, 2026.

The proposed amendments will update the design and development standards for Planned Residential Developments by replacing the existing narrative guidance in Section 30-59.3(1) with clear, objective, and enforceable standards. This modernization aligns the code with community expectations, strengthens neighborhood compatibility, and provides greater predictability for residents and developers. A change to the UDO requires public hearings at Planning Commission and City Council and appropriate legal notice in the paper. The legal notice was posted in the Courier-Tribune on March 25, 2026. This item will be heard by the City Council on April 27, 2026.

Mayor Canuteson opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the ordinance.

Carrie Lonsdale – 1320 Huntington Drive, Liberty, MO. Mrs. Lonsdale informed the City Council she read through the 300-page agenda packet before tonight’s meeting. Mrs. Lonsdale stated she is concerned with the $12.55M that Dakota Bodies will be receiving along with the 10-year tax abatement at ninety percent plus a sales tax exemption. Mrs. Lonsdale informed the City Council that if any of this information is incorrect, it’s because of AI. Mrs. Lonsdale would like to know if Dakota Bodies underperforms on the expansion, who is responsible? Mrs. Lonsdale stated this is taxpayer money being given to this company and she’s concerned if they don’t hold up their end of the bargain what will happen.

Seeing no one else wishing to speak, the Mayor closed the Public Hearing

Document No. 10141 was read.

Action: Mayor stated the ordinance would be considered on second reading at the May 11, 2026 Regular Session .

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

VIII. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of April 3, 2026 to April 17, 2026

Document No. 10142 was read.

Action: Council Member Watt moved to approve the vendor payments. Council Member Travis seconded the motion.

Roll Call
Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12305.

B. Ordinance accepting and approving a final plat for Oak Wood North, 1st Plat – Two Lots on 23.5 acres in the City of Liberty, Clay County, Missouri (P&Z Case 26-12FP)

This is a proposal for two lots on 23.5+/- acres, located north of Industrial Drive, immediately south of the Hills of Oakwood subdivision, west of I-35. This application is being reviewed concurrently with PZ Case 26-11FDP – a commercial/office proposal. As part of this development, an internal access drive will connect from the proposed private drive, Eric Circle, to Oakwood Business Park to the south. This connection will require the creation and recordation of an Access Agreement for the Oakwood Business Park property, as well as the placement of an access easement on the subject property as part of this Final Plat. The Oakwood Business Park Access Agreement will be a separate recorded document from this Final Plat. An existing access easement relating to the existing telecommunications tower west of the development area will be maintained as part of this Final Plat.

Document No. 10143 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Graham seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12306.

C. Resolution approving a final development plan for Lot 1 of Oak Wood North, a 24,000 square foot commercial/office building located south of Hills of Oakwood, north of Oakwood Business Park, and west of I-35 on N. Church Road in the City of Liberty, Clay County, Missouri (P&Z Case 26-11FDP)

This is a Final Development Plan application for Oak Wood North, a commercial/office development located on 23.5+/- acres west of I-35 and immediately south of the Hills of Oakwood subdivision. This application is being reviewed concurrently with Oak Wood North Final Plat (PZ Case 26-12FP). Although this development will eventually total three office buildings spread across both Lots 1 and 2 of Oak Wood North, this application encompasses only one building to be located on Lot 1, along with the construction of infrastructure and improvements necessary to serve this development (Exhibit B). The submission of a future Final Development Plan application or applications will be required prior to the construction of the second and third office buildings on Lot 2.

The proposed buildings will consist of office/commercial suites and be similar to the buildings located to the south within Oakwood Business Park along N. Church Road.

Action: Council Member Graham moved to approve the resolution. Council Member Phillips seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3534.

D. Ordinance approving a traffic signal maintenance agreement with Custom Lighting Services, LLC DBA Black and McDonald in an amount not to exceed $34,914.00

City-owned traffic signals require routine maintenance and occasional repairs. The agreement consists of performing bi-annual (twice per year) preventative maintenance inspections and dispatch repair work for the City of Liberty's traffic signals for a period of no less than 5 years with an option to renew at the end of the 5-year term. The City currently has twenty-one (21) signalized intersections and two (2) HAWK signals. The bid proposal also included an optional alternate bid item for a comprehensive traffic signal component inventory.

Sealed bids were received by the City for a single prime contract on March 27, 2026. Bids were on a lump sum basis for preventative maintenance inspections with an annual percentage escalation cap, and a unit price basis for repairs and dispatch work with a material markup rate. Two bids were received, Custom Lighting Services, LLC (DBA Black & McDonald) and Capital Electric Line Builders.

Black and McDonald was determined to be the best and most responsive bid. An agreement in the amount of $34,914.00 to provide lump sum bi-annual maintenance tasks for the signals and fixed unit price rates for work performed above-and-beyond the scope of routine maintenance inspections including a 10% markup rate for

materials. This agreement is for a term of five (5) years, with a purchase order established each year through an approved change order to the contract with annual escalations not to exceed 4%. City staff opted not to accept the optional comprehensive traffic signal inventory bid item ($36,800.00).

The traffic signal maintenance base budget was established under the General Fund at $48,000 for 2026 during FY2026 budget development. This agreement will utilize $34,914.00 of those funds with the remaining $13,086.00 available for other on-call repairs above and beyond the routine maintenance inspection scope. Each subsequent year during the five-year term of the agreement, a separate action will be presented to City Council to establish the cost of that year's fixed maintenance inspection amount through the approval of a change order.

Document No. 10144 was read.

Action: Council Member Graham moved to waive the rules and consider the ordinance on first reading. Council Member Phillips seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Graham moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12307.

E. Ordinance approving a contract for services with Mid-America Pool Renovation Inc. for the removal of existing surface, surface preparation and complete resurfacing of the Liberty Community Center outdoor fountain pool in an amount not to exceed $38,900.00

The Liberty Community Center Outdoor Fountain Pool was last resurfaced in 2004 and has significantly exceeded its anticipated lifespan, with routine inspections now showing visible surface degradation. To address this, staff recommends contracting with Mid-America Pool Renovation Inc. to completely resurface the pool using a durable Diamond Brite finish for an amount not to exceed $38,900.00. This project, which includes a seven-year limited warranty, is scheduled to take place after the outdoor swim season concludes on September 8, 2026, with a final completion deadline of October 31, 2026.

Document No. 10145 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Watt seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12308.

F. Ordinance approving an agreement with Quality Plumbing, Inc. for the City of Liberty Animal Shelter new floor drains and trench drains (Project #26-013) in an amount not to exceed $119,624.09

The Liberty Animal Shelter was built in 2019 and contains thirty-two existing adoption stalls with floor drains in need of repair. City staff solicited proposals from three contractors to repair the floor drains in the adoption stalls and install some additional trench drains to help with cleaning messes in the hallways. Two contractors responded, Quality Plumbing and The Wilson Group.

Quality Plumbing, Inc. provided the best proposal for the repair of thirty-two existing adoption stall floor drains and installation of three new hallway trench drains in the animal shelter to address the issues. The work will be conducted after August 2026 during off-peak periods and phased out to allow for the animal shelter to remain in operation during the project. The cost of the work is $119,624.09 and will be paid for from the Limited Capital Fund.

Document No. 10146 was read.

Action: Council Member Watt moved to waive the rules and consider the ordinance on first reading. Council Member Phillips seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Phillips moved to approve the ordinance. Council Member Travis seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12309.

G. Ordinance approving a four-phase contract for the City of Liberty Murray Road and Box Culvert Project (26-006) with BHC, LLC, a Pape-Dawson Company with authorization to Fund Phase I in an amount not to exceed $192,840.00

The City of Liberty formally adopted an updated Stormwater Master Plan on January 27, 2025. At the time of adoption, the 12 x 10' reinforced concrete box culvert which runs under Murray Road was identified as CIP Project No. 9. (see following subsections). Since that time, the project has been re-evaluated as CIP Project No. 5.

In Q4 of 2025, staff developed a scope of work for the design of repairs/replacement to the Murray Road box culvert. The project will result in the design and preparation of:

- Construction ready plan sets for the rehabilitation/replacement of:
  1. The box culvert.
  2. Murray Road, with final limits to be determined during design but no less than the easternmost and westernmost guardrail limits with guardrails intended to be replaced.
- And any/all required/associated hydraulic analysis/design necessary to achieve no rise certifications for both upstream and downstream conditions.

Staff issued a request for Design Consultant Qualifications which was publicly advertised between December 19, 2025 and January 30, 2026. City staff reviewed and assessed the responsive RFQ submissions and selected the top three firms for follow-up interviews:

1. BHC LLC, a Pape-Dawson Company (BHC)
2. Garver
3. HDR

After interviews, BHC was selected as the most qualified consultant. During contract negotiation, it was decided to break the project into four (4) distinct phases. Tasks associated with each phase are as follows:

<u>Phase I - Concept Design</u>

- Project Management
- Public Engagement
- Review of Existing Data
- Conceptual Alternatives Development
- Topographic Field Survey
- Geotechnical Services
- Utility Coordination

<u>Phase II - Final Design</u>

- Project Management
- Public Engagement
- Survey
- Hydrologic and Hydraulic Analysis
- Utility Coordination
- Permitting
- Engineered Design Services
- Utility Relocation Design

<u>Phase III — Bidding and Construction</u>

- Project Management
- Bidding Services
- Construction Inspection Services
- Topographic Field Survey
- As-Builts

Phasing is utilized to ensure that the particulars for each phase are appropriately scoped. It should be noted that while this action awards Phase I through Phase IV of the project to BHC, it only obligates funding for Phase I of the project. Phase II-IV will require separate authorization from the City Council to obligate funding. Phase I is not to exceed $192,840.00.

Document No. 10147 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Phillips seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12310.

H. Resolution to declare the official intent of the City of Liberty, Missouri to finance the cost of acquiring certain equipment and vehicles using tax-exempt debt financing

The City will be acquiring certain vehicles, equipment and property improvements during 2026. The 2026 General Fund, Capital Sales Tax and Fire Sales Tax Fund anticipates using cash for its 2026 purchases and projects.

General Fund Information Services Department consisting of:

- Minor computer equipment at an estimated cost of $325,000 and;
- Capital Equipment at an estimated cost of $249,000.

Police Fund consisting of:

- Police vehicles with extended warranties at an estimated cost of $222,500 and;
- Capital Equipment at an estimated cost of $210,000.

Capital Sales Tax Fund consisting of:

- Public Works capital equipment (Dump Truck) at an estimated cost of $520,000

Fire Sales Tax Fund consisting of:

- Vehicle Purchases, Brush Truck Replacement at an estimated cost of $130,000 and;
- Capital Equipment Purchase at an estimated cost of $210,000 and:
- Minor Equipment – (Bunker Gear, TIC, Gear Washer, Hose Washer) at an estimated cost of $165,000

- The General Fund purchases are scheduled to be purchased with cash in 2026, but have been included in this resolution as a potential borrowing in the event cash is needed for unanticipated projects with those funds.
- The Capital purchases listed for Capital Sales Tax are scheduled to be purchased with cash in 2026, but have been included in this resolution as a potential borrowing in the event that cash is needed for any unanticipated projects within those funds.
- The Fire Sales Tax purchases are scheduled to be purchased with cash in 2026, but have been included in this resolution as a potential borrowing in the event that cash is needed for unanticipated projects within those funds.
- The City may use either Special Obligation Bonds or a bank lease/purchase agreement instrument as the debt financing method.
- Discussions were held during the budget process with the Budget Committee on the usage of debt financing for these purchases.
- IRS requirements allow for a government entity to go back 60 days from the date of a resolution of intent to reimburse itself using a tax-exempt debt financing.
- To provide the City with maximum financing flexibility, staff is recommending the Council approve the attached reimbursement resolution.

Action: Council Member Hagan moved to approve the resolution. Council Member Watt seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3535.

IX. OTHER BUSINESS

X. CITIZENS' PARTICIPATION

Carrie Lonsdale – 1320 Huntington Drive, Liberty, MO. Mrs. Lonsdale addressed the City Council regarding her water bill. After receiving the bill, Mrs. Lonsdale informed the City Council she used 2,000 less gallons of water but the bill showed an increase of $25.00. Mrs. Lonsdale acknowledged the $25.00 increase was attributed to the sewer portion of her bill. Mrs. Lonsdale stated she is concerned with these increases and how others in the community will handle it.

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XII. ADJOURNMENT

The meeting adjourned at 7:26 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____

Deputy City Clerk

City Council Meeting

Regular Session Minutes
May 11, 2026

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on May 11, 2026 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Council Member Gentrup, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present:	Harold Phillips and Shelton Ponder, Ward I Kelley Wrenn Pozel, Ward II Kevin Graham and Jeff Watt, Ward III Gene Gentrup, Ward IV
Council Members Absent:	Adam Travis, Ward II Michael Hagan, Ward IV
Staff Present:	Curt Wenson, City Administrator Sara Cooke, Assistant City Administrator Vicki McClure, Finance Director Andy Noll, Utilities Director BJ Staab, Parks and Recreation Director Jim Martin, Police Chief Chris Young, Fire Chief Katherine Sharp, Planning and Development Director Sherri McIntyre, Public Works Director Sarah Ranes, Deputy City Clerk
Public Present:	Kellie Houx, Courier Tribune 14 members of the public

IV. PROCLAMATIONS

A. National Police Week

Mayor Canuteson read and presented the Proclamation to the Liberty Police Department.

B. National Gun Violence Awareness Day

Mayor Canuteson read the Proclamation.

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. PRESENTATIONS

A. America 250 Art and Essay Contest Winners

As a part of the America 250 in Liberty celebrations, a student art and essay contest with the prompt "What does Liberty mean to you?" was held. The gallery of winning submissions is on display for public viewing through July 4 in the City Hall atrium across from the elevator.

Art Contest Winners:

- 6th-8th Grade Division
  - 1st Place – Liberty Palacios
- 11-12th Grade Division
  - 1st Place – Mary Grace Murphy

Essay Contest Winners:

- 6th-8th Grade Division
  - 1st Place - Myka Killip
  - 2nd Place - Andrew Crosset
- 9th-10th Grade Division
  - 1st Place - Marissa Williams
  - 2nd Place - Maribelle Jones
  - 3rd Place - Lauren Crossett
- 11th-12th Grade Division
  - 1st Place - Maeve McMurtrey
  - 2nd Place - Mary Grace Murphy

3rd Place - Sarah Jane Crossett

VIII. CONSENT AGENDA

A. Boards and Commissions Appointment/Reappointments

1. Liberty Parks and Recreation Foundation
   a. Appoint Beth Crowley to a term expiring 1/1/2030

2. Citizens Sales Tax Oversight Committee
   a. Reappoint Robert Saunders to a term expiring 5/15/2029
   b. Reappoint Ed Cullumber to a term expiring 5/15/2029
   c. Reappoint Matthew Smith to a term expiring 5/15/2029

Council Member Gentrup moved to approve the appointments. Council Member Ponder seconded the motion, which carried unanimously.

IX. PUBLIC HEARINGS

X. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of April 17, 2026 to May 1, 2026

Document No. 10148 was read.

Action: Council Member Graham moved to approve the vendor payments. Council Member Phillips seconded the motion.

Roll Call
Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Pozel, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12311.

B. Ordinance amending Chapter 30, “Unified Development Ordinance”, of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 26-17A) **(Second Reading)**

The Unified Development Ordinance (UDO) was approved in April 2005. Periodically, the City reviews potential changes that may be warranted due to changing technologies, trends, community preference, grammatical errors in the code, or planning commission direction. Following the City Council Study Session on February 2, 2026 regarding multifamily housing design criteria, staff has prepared specific code amendments as directed. These updates aim to ensure that future developments incorporate high-quality materials, landscaping, and thoughtful design to enhance the community. These design criteria have been available to the public since the City Council meeting on March 23, 2026.

The proposed amendments will update the design and development standards for Planned Residential Developments by replacing the existing narrative guidance in Section 30-59.3(1) with clear, objective, and enforceable standards. This modernization aligns the code with community expectations, strengthens neighborhood compatibility, and provides greater predictability for residents and developers. A change to the UDO requires public hearings at Planning Commission and City Council and appropriate legal notice in the paper. The legal notice was posted in the Courier-Tribune on March 25, 2026. This item will be heard by the City Council on April 27, 2026.

Document No. 10141 was read.

Action: Council Member Phillips moved to approve the ordinance. Council Member Pozel seconded the motion.

Vote: Motion passed 6-0-0

Yes: Council Members Phillips, Ponder, Pozel, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12312.

C. Ordinance approving the vacation of a public easement located at 1728 Homestead Drive

The City of Liberty has an established petition process in which public easements and right of way (ROW) may be vacated (disclaimed).

The property owners at 1728 Homestead Drive have submitted such a request in order to construct a residential swimming pool in the rear yard. As part of the request, the owner provided a survey and supporting engineering documentation demonstrating that the existing stormwater drainage way does not lie within the boundaries of the platted storm drainage easement. Based on this information, a portion of the existing public storm drainage easement located on the property is not needed for stormwater conveyance purposes and may be considered for vacation to accommodate the proposed pool improvements.

Document No. 10149 was read.

Action: Council Member Phillips moved to waive the rules and consider the ordinance on first reading. Council Member Graham seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Pozel, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12313.

XI. OTHER BUSINESS

XII. CITIZENS' PARTICIPATION – none.

XIII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIV. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XV. ADJOURNMENT

The meeting adjourned at 7:27 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____
Deputy City Clerk

City Council Meeting

Special Regular Session Minutes
May 18, 2026

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on May 18, 2026 with Mayor Pro Tem Kevin Graham presiding. Mayor Pro Tem Graham called the meeting to order at 7:00 p.m.

Council Members Present:	Shelton Ponder, Ward I Kelley Wrenn Pozel and Adam Travis, Ward II Kevin Graham and Jeff Watt, Ward III Gene Gentrup, Ward IV
Council Members Absent:	Greg Canuteson, Mayor Harold Phillips, Ward I
Staff Present:	Curt Wenson, City Administrator Sara Cooke, Assistant City Administrator Andy Noll, Utilities Director BJ Staab, Parks and Recreation Director Jim Martin, Police Chief Chris Young, Fire Chief Katherine Sharp, Planning and Development Director Sherri McIntyre, Public Works Director Sarah Ranes, Deputy City Clerk
Public Present:	Kellie Houx, Courier Tribune 2 members of the public

II. PROCLAMATIONS

A. National Emergency Medical Services Week

Mayor Pro Tem Graham read and presented the Proclamation to the Liberty Fire Department.

III. APPROVE MINUTES AND SUMMARIES

IV. MEETING SCHEDULE

V. CONSENT AGENDA

A. Boards and Commissions Appointments/Reappointments

1. Liberty Arts Commission
   a. Reappoint Christian Vedder to a term expiring 5/15/2029

2. Liberty Parks and Recreation Foundation
   a. Reappoint Matt Sameck to a term expiring 1/1/2029
   b. Reappoint Debbie Reames to a term expiring 1/1/2029
   c. Reappoint Harold Phillips to a term expiring 1/1/2029
3. Planning and Zoning Commission
   a. Reappoint Ann Waterman to a term expiring 1/1/2029
   b. Reappoint Amy Howard to a term expiring 1/1/2029
4. Tourism Committee
   a. Reappoint Shawn Garland as the Restaurant and/or Retail Downtown Representative to a term expiring 5/1/2031
   b. Reappoint Shawn Barber as the Restaurant and/or Retail At-Large Representative to a term expiring 5/1/2031

Council Member Hagan moved to approve the appointments. Council Member Travis seconded the motion, which carried unanimously.

VI. PUBLIC HEARINGS

A. Adoption of the Downtown Design Guidelines (P&Z Case 26-19A) **(postpone to June 8, 2026)**

Action: Council Member Travis moved to postpone to the June 8, 2026 Regular Session. Council Member Hagan seconded the motion, which carried unanimously.

B. Resolution of the City Council of the City of Liberty, Clay County, Missouri adopting the Leonard Lightburne Planning Sustainable Places Multimodal Study for the City (P&Z Case 26-18A)

Leonard/Lightburne St. (hereafter referred to as the “corridor”) was originally designed and built by the State of Missouri as part of Missouri Route 33. In 2008 the City of Liberty accepted a transfer of the corridor from the State into the City’s transportation network; it is now owned and maintained by the City of Liberty. The corridor functions as and is defined as a major arterial within the City limits connecting churches, residential neighborhoods, William Jewell, Hallmark, Downtown, MO-291, Rt-69 to the greater City.

The Leading Liberty Forward Comprehensive Plan, adopted in 2023 identified the corridor as roadway for recommended improvement with the intersection of the corridor and 291 noted as a location for recommended pedestrian crossing improvements. The Liberty Transportation Master Plan, adopted in 2025, also identified the corridor as a candidate for a Complete Street Corridor Project.

In order to align with past City planning and study efforts and better define the future intent of the corridor the City pursued a Planning Sustainable Places grant (PSP) through the Mid-America Regional Council (MARC). The PSP program provides grant funding for local planning activities that focus on helping communities establish citizen/driven plans, which can then be advanced into real, implementable projects.

The City's application was selected for award and in November of 2024 the City Council passed Ordinance No. 12005 approving a funding agreement with MARC for the development of the Leonard/Lightburne Planning Sustainable Places Multimodal Study. The Study was completed by CFS Engineers, Landworks Studio and Shockey through a contract which was held by MARC as is the standard PSP procedure. The study is now complete and is being brought forward for formal adoption as a plan.

The plan in its final form provides the City a pursuable vision for the future of the Leonard/Lightburne corridor which has community support and can be used to pursue design and future construction projects in pursuit of that vision. Staff recommends approval of the Leonard/Lightburne Planning Sustainable Places Multimodal Study.

Sabin Yanez with Cook Flatt & Strobel Engineers, 1421 E 104 Street, Ste. 100, Kansas City, MO 64131 thanked the City Council for his firm's opportunity to assist the City with this project.

Mayor Pro Tem Graham opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution. Seeing no one wishing to speak, the Mayor Pro Tem closed the Public Hearing.

Action: Council Member Hagan moved to approve the resolution. Council Member Pozel seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Travis, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3536.

C. Resolution approving a special use permit to allow the temporary sale of fireworks from June 25, 2026 to July 4, 2026 on a 1.58-acre lot at 530 North Church Road in Liberty, Clay County, Missouri (P&Z Case 26-15SUP)

The applicant is requesting a Special Use Permit (SUP) to allow the temporary sale of fireworks between June 25th and July 4th, 2026 within a vacant building at 530 N. Church Rd., at the southwest corner of Plumbers Way and N. Church Rd. The proposed hours of operation are 10:00 a.m. to 10:00 p.m., Sunday through Saturday. The site has off-street parking available to the rear and north of the building. Security personnel will occupy the premises 24 hours per day throughout the duration of the Special Use period. Inventory storage will be in the building and sanitary facilities will be provided in the building. Power is available to the building.

The applicant proposes a 4' x 16' sign on the wall of the building. No other temporary signage will be allowed.

With each sale, the applicant must disperse approved information outlining types of fireworks allowed within the city limits as well as time periods in which fireworks can be discharged.

Staff finds that this application meets the standards of review for a Special Use Permit in Section 30.25 in the UDO and recommends approval of P&Z Case 26-15SUP.

Mayor Pro Tem Graham opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution. Seeing no one wishing to speak, the Mayor closed the Public Hearing.

Action: Council Member Watt moved to approve the resolution. Council Member Ponder seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Travis, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3537.

VII. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of May 1, 2026 to May 8, 2026

Document No. 10150 was read.

Action: Council Member Hagan moved to approve the vendor payments. Council Member Pozel seconded the motion.

Roll Call
Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Travis, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12314.

B. Ordinance approving an emergency contract with Veenstra & Kimm, Inc., a Kleinfelder Company, for maintenance facility repairs at 400 Suddarth Street (Project No. 26-015) in an amount not to exceed $34,850.00

400 Suddarth St. is home to the Public Works Street Maintenance Department and is composed of multiple buildings which house equipment, staff and supplies. The northernmost building has sustained damage to a main structural column which requires a professionally engineered structural analysis, design and recommendation of repairs. The extent of the damage necessitated immediate action. Staff solicited a site visit from Veenstra & Kimm, which is a firm pre-qualified with the City of Liberty for Facility Design/Retrofit services, to develop a scope of work for immediate execution to allow analysis to begin. Staff were provided a scope of work on May 7, 2026, and authorized the agreement so as to not delay commencement of work.

Staff requests that Council affirm the contract entered into by staff with Veenstra & Kimm, Inc. a Kleinfelder Company for the design of emergency maintenance facility repairs at 400 Suddarth St., Project No 26-015 in an amount not to exceed $34,850.00.

Document No. 10151 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Watt seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Ponder seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Travis, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12315.

C. Ordinance approving a contract with Kissick Construction Co. Inc. for the construction of the 24-Inch resilient water transmission main and vault project in an amount not to exceed $1,713,967.00

The 24-Inch resilient water transmission main and vault project will address a critical single point of failure in the water distribution system as it leaves the water treatment plant and provide system redundancy to rebuild or rehabilitate a critical 24-inch water transmission main. The project will add another 24-inch discharge pipe from the high service pumps of the water treatment plant to the distribution system, thereby providing redundancy to the existing discharge line that was constructed approximately 55 years ago. The redundant water transmission main will connect to a 16-inch transmission main that was recently completed along South Liberty Parkway and along the west side of MO 291 Highway and will provide an alternate path to distribute water to the community if isolation of the existing 24-inch transmission main is necessary.

The project bid was listed for bid for a month and staff received significant interest and ultimately received two bids for the project; one bid from Kissick Construction Co., Inc. and one from Mega KC Corporation. The bids received were as follows:

- Kissick Construction Co., Inc. — $1,713,967.00
- MEGA KC Corporation — $2,149,705.00
- Engineers Estimate — $2,197,000.00

The consultant engineer reviewed the references provided by Kissick Construction Co., Inc. and received overwhelming positive feedback on projects that were of similar scope and complexity. Staff concurs with the recommendation to award the project to Kissick Construction Co, Inc. The project is scheduled to be completed at the end of 2026.

Document No. 10152 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Pozel seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Travis, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12316.

VIII. OTHER BUSINESS

IX. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

X. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XI. ADJOURNMENT

The meeting adjourned at 7:33 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____
Deputy City Clerk

Document No. _____

ORDINANCE NO._____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF MAY 29, 2026 to JUNE 12, 2026

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

The attached lists of vendor checks as drawn by the finance director is hereby acknowledged, in the amounts and to the persons as listed. Said report is hereby incorporated by reference as part of this ordinance. Total disbursements by individual fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	100	$ 271,438.08
POLICE FUND	105	$ 891,089.05
FIRE FUND	106	$ 22,727.31
TRANSIENT GUEST TAX FUND	244	$ 34,725.40
CEMETERY MAINTENANCE FUND	247	$ 2,860.00
LIMITED CAPITAL FUND	350	$ 43,030.13
CAPTIAL SALES TAX FUND	351	$ 12,111.77
TRANSPORTATION SALES TAX FUND	352	$ 24,340.22
PARKS FUND	460	$ 2,591.76
SPORTS COMPLEX FUND	461	$ 19,595.58
COMMUNITY CENTER FUND	465	$ 27,579.72
WATER OPERATING FUND	590	$ 137,596.22
WASTEWATER OPERATING FUND	591	$ 60,487.02
WATER CAPITAL FUND	592	$ 68,793.50
WASTEWATER CAPITAL FUND	593	$ 329,031.94
SOLID WASTE FUND	595	$ 229,971.92
CID-LIBERTY COMMONS	600	$ 310.50
PAYROLL CHECKS & BENEFITS	6/12/26	$ 1,512,926.93
TOTAL APPROPRIATIONS		**$ 3,691,207.05**

PASSED by the Council this 22nd day of June, 2026.

_____
Greg Canuteson - MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this 22nd day of June, 2026.

_____
Greg Canuteson - MAYOR

Appropriations Legend

Account Number	Fund and Departments
10	General Fund
10.10	Council
10.20	Administration
10.25	Human Resources
10.30	Finance
10.40	Police
10.50	Fire
10.60	Parks-Aging Services
10.70	Public Works
10.80	Planning and Development Services
10.90	Information Services
10.95	City Wide
11	Limited Capital Fund
14	Downtown 353
15	Residential 353
16	TIF-Liberty Commons
17	CID-Liberty Commons
18	TDD-Liberty Commons
20-21	TIF-Liberty Triangle Project
22	TIF-Liberty Triangle Series 2007
23	TIF-Roger's Plaza
24	TIF-Blue Jay Crossing
25	TIF-Triangle Project B-1
26	TIF-Triangle Project F
27	Rogers CID Sales Tax
28	Blue Jay Crossing CID Sales Tax
29	Triangle CID Sales Tax
30	South Liberty Parkway
31	TIF-South Liberty Parkway-Whitehall
32	TIF-Project E
33	TIF-Triangle Project E
35	TIF-Tiangle Project E-4
36	Liberty Corners CID
37	TIF-Triangle Project E-1
38	TIF-Triangle Project E-2
39	Healthy Living Community
40 & 41	Cemetery Trust Funds
42	F Hughes Library Trust
50	Capital Sales Tax Fund
51	PFA Construction Fund
52	Transportation Sales Tax Fund
54	Park Sales Tax Fund
55	Parks Development Fund
56	Eco/Devo Sales Tax Fund
57	Capital Const Bond Fund
58	Fire Sales Tax Fund
59	Public Safety Sales Tax Fund
60	Parks Fund
61	Sports Complex Fund
65	Community Center Fund
67	Transient Guest Tax Fund
68	Preservation & Development Fund
69	Police Training Fund
70	Cable Reserve Fund
73	Cemetery Maintenance Fund
75	Loss Control Fund
80	Debt Service Fund
81	Tax Escrow Fund
82	TIF-Triangle B-1 Debt Service (CCHC)
83	TIF Debt Service 2007 Fund
86	TIF Debt Service Fund
87	NID Debt Service Fund
88	PFA Debt Service Fund
90	Water Operating Fund
90.30	Finance-Utility Billing
90.70	Public Works
92	Wastewater Operating Fund
92.30	Finance-Utility Billing
92.70	Public Works
94	Water Capital Fund
96	Wastewater Capital Fund
97	Wastewater Treatment Facility
98	Solid Waste Fund
98.30	Finance-Utility Billing
98.70	Public Works

Document No. _____

ORDINANCE NO._____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF MAY 29, 2026 to JUNE 12, 2026

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

The attached lists of vendor checks as drawn by the finance director is hereby acknowledged, in the amounts and to the persons as listed. Said report is hereby incorporated by reference as part of this ordinance. Total disbursements by individual fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	100	$ 461.54
TOTAL APPROPRIATIONS		**$ 461.54**

PASSED by the Council this 22nd day of June, 2026.

_____
Greg Canuteson - MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this 22nd day of June, 2026.

_____
Greg Canuteon - MAYOR

Appropriations Legend

Account Number	Fund and Departments
10	General Fund
10.10	Council
10.20	Administration
10.25	Human Resources
10.30	Finance
10.40	Police
10.50	Fire
10.60	Parks-Aging Services
10.70	Public Works
10.80	Planning and Development Services
10.90	Information Services
10.95	City Wide
11	Limited Capital Fund
14	Downtown 353
15	Residential 353
16	TIF-Liberty Commons
17	CID-Liberty Commons
18	TDD-Liberty Commons
20-21	TIF-Liberty Triangle Project
22	TIF-Liberty Triangle Series 2007
23	TIF-Roger's Plaza
24	TIF-Blue Jay Crossing
25	TIF-Triangle Project B-1
26	TIF-Triangle Project F
27	Rogers CID Sales Tax
28	Blue Jay Crossing CID Sales Tax
29	Triangle CID Sales Tax
30	South Liberty Parkway
31	TIF-South Liberty Parkway-Whitehall
32	TIF-Project E
33	TIF-Triangle Project E
35	TIF-Tiangle Project E-4
36	Liberty Corners CID
37	TIF-Triangle Project E-1
38	TIF-Triangle Project E-2
39	Healthy Living Community
40 & 41	Cemetery Trust Funds
42	F Hughes Library Trust
50	Capital Sales Tax Fund
51	PFA Construction Fund
52	Transportation Sales Tax Fund
54	Park Sales Tax Fund
55	Parks Development Fund
56	Eco/Devo Sales Tax Fund
57	Capital Const Bond Fund
58	Fire Sales Tax Fund
60	Parks Fund
61	Sports Complex Fund
65	Community Center Fund
67	Transient Guest Tax Fund
68	Preservation & Development Fund
69	Police Training Fund
70	Cable Reserve Fund
73	Cemetery Maintenance Fund
75	Loss Control Fund
80	Debt Service Fund
81	Tax Escrow Fund
82	TIF-Triangle B-1 Debt Service (CCHC)
83	TIF Debt Service 2007 Fund
86	TIF Debt Service Fund
87	NID Debt Service Fund
88	PFA Debt Service Fund
90	Water Operating Fund
90.30	Finance-Utility Billing
90.70	Public Works
92	Wastewater Operating Fund
92.30	Finance-Utility Billing
92.70	Public Works
94	Water Capital Fund
96	Wastewater Capital Fund
97	Wastewater Treatment Facility
98	Solid Waste Fund
98.30	Finance-Utility Billing
98.70	Public Works

JUNE 5, 2026

AP List Checks Invoices

Check Type: All; **Check Date between:** 06/03/2026 and 06/05/2026;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195948; 06/05/2026; Outstanding; null										
	10	ARBOR MASTERS TREE & LANDSCAPE	18602828	06/02/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	America 250 Tree Watering	$ 956.25
CHECK TOTAL FOR CHECK NUMBER 195948										**$ 956.25**
195949; 06/05/2026; Outstanding; null										
	47	COGENT, INC.	5666688	06/02/2026	UTILITIES		591-57003-902-000000	LIFT STATION MAINTENANCE	WWTP - New Pump for Lift Station	$ 8,186.09
CHECK TOTAL FOR CHECK NUMBER 195949										**$ 8,186.09**
195950; 06/05/2026; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	52549956022	05/27/2026	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Beverage Products at CapFed Sports Complex and LCC Vending Machines	$ 1,752.28
CHECK TOTAL FOR CHECK NUMBER 195950										**$ 1,752.28**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195951; 06/05/2026; Outstanding; null										
	81	BRADY INDUSTRIES OF KANSAS LLC	11455940	03/20/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 45.51
	81	BRADY INDUSTRIES OF KANSAS LLC	11420784	03/12/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 1,187.72
	81	BRADY INDUSTRIES OF KANSAS LLC	11475480	03/25/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 1,768.54
	81	BRADY INDUSTRIES OF KANSAS LLC	11565171	04/13/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 472.81
	81	BRADY INDUSTRIES OF KANSAS LLC	11509027	04/01/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 34.95
	81	BRADY INDUSTRIES OF KANSAS LLC	11481971	03/26/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 1,164.81
	81	BRADY INDUSTRIES OF KANSAS LLC	11464464	03/23/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 4.00
	81	BRADY INDUSTRIES OF KANSAS LLC	11678777	05/07/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 1,295.38
	81	BRADY INDUSTRIES OF KANSAS LLC	11625124	04/24/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 78.78
	81	BRADY INDUSTRIES OF KANSAS LLC	11615115	04/23/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 1,017.26
	81	BRADY INDUSTRIES OF KANSAS LLC	11574763	04/15/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 791.80
	81	BRADY INDUSTRIES OF KANSAS LLC	11611993	04/22/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 1,162.50
	81	BRADY INDUSTRIES OF KANSAS LLC	11352857	06/03/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 248.20
	81	BRADY INDUSTRIES OF KANSAS LLC	11759561	05/26/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 334.96
	81	BRADY INDUSTRIES OF KANSAS LLC	11745894	05/21/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 1,177.17
	81	BRADY INDUSTRIES OF KANSAS LLC	11655749	05/01/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 61.92

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195951; 06/05/2026; Outstanding; null										
CHECK TOTAL FOR CHECK NUMBER 195951										**$ 10,846.31**
195952; 06/05/2026; Outstanding; null										
	95	CYCLONE INC	52559	05/31/2026	FIRE		106-57019-300-000000	BUILDING MAINTENANCE	Training Tower Portable Toilet	$ 90.00
CHECK TOTAL FOR CHECK NUMBER 195952										**$ 90.00**
195953; 06/05/2026; Outstanding; null										
	96	INSIGHT PUB SAFETY & FORENSIC	2515	06/01/2026	POLICE		105-55007-501-000000	TESTING FEES	Psych (Cooper)	$ 650.00
CHECK TOTAL FOR CHECK NUMBER 195953										**$ 650.00**
195954; 06/05/2026; Outstanding; null										
	140	WOMPAS GRAPHIX	7184	05/26/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Peer support shirts	$ 252.00
CHECK TOTAL FOR CHECK NUMBER 195954										**$ 252.00**
195955; 06/05/2026; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	333472-053126	05/31/2026	POLICE		105-59014-501-000000	CLOTHING EXPENSES	Uniform Cleaning	$ 368.00
CHECK TOTAL FOR CHECK NUMBER 195955										**$ 368.00**
195956; 06/05/2026; Outstanding; null										
	215	POSTMASTER	232-062026	06/04/2026	FINANCE		595-59010-131-000000	POSTAGE	PO Box 232	$ 83.34
	215	POSTMASTER	232-062026	06/04/2026	FINANCE		591-59010-131-000000	POSTAGE	PO Box 232	$ 83.33
	215	POSTMASTER	232-062026	06/04/2026	FINANCE		590-59010-131-000000	POSTAGE	PO Box 232	$ 83.33
	215	POSTMASTER	159-062026	06/04/2026	FINANCE		100-59010-130-000000	POSTAGE	PO BOX 159	$ 478.00
CHECK TOTAL FOR CHECK NUMBER 195956										**$ 728.00**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195957; 06/05/2026; Outstanding; null										
	243	METROPOLITAN TELECOMM	100531062-459-8	05/15/2026	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	pots line	$ 697.54
CHECK TOTAL FOR CHECK NUMBER 195957										**$ 697.54**
195958; 06/05/2026; Outstanding; null										
	314	RICOH USA, INC	5073299869	06/01/2026	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	COPIER USAGE 3/1/26-5/31/26	$ 170.40
	314	RICOH USA, INC	5073299535	06/01/2026	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Usage 3-1-26 to 5-31-26	$ 72.34
CHECK TOTAL FOR CHECK NUMBER 195958										**$ 242.74**
195959; 06/05/2026; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	052026	05/31/2026	HR & RISK MGMT		100-52998-160-000000	EMPLOYEE ASSISTANCE PROGRAM	Citywide Services	$ 1,350.00
CHECK TOTAL FOR CHECK NUMBER 195959										**$ 1,350.00**
195960; 06/05/2026; Outstanding; null										
	378	PRECISION CONCRETE CUTTING MID	14473	05/29/2026	PUB WRKS-PO		352-57033-201-000000	SIDEWALK MAINTENANCE PROGRAM	SIDEWALK REPAIR PROJECT	$ 17,039.53
CHECK TOTAL FOR CHECK NUMBER 195960										**$ 17,039.53**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195961; 06/05/2026; Outstanding; null										
Cust. Code 967	391	LINEAGE MAILING SERVICES	311557	05/26/2026	FINANCE		591-59010-131-000000	POSTAGE	5/12 UB	$ 1,226.91
Cust. Code 967	391	LINEAGE MAILING SERVICES	311554	05/26/2026	FINANCE		590-59010-131-000000	POSTAGE	5/11 Delinquents	$ 304.24
Cust. Code 967	391	LINEAGE MAILING SERVICES	311554	05/26/2026	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	5/11 Delinquents	$ 87.00
Cust. Code 967	391	LINEAGE MAILING SERVICES	311554	05/26/2026	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	5/11 Delinquents	$ 87.01
Cust. Code 967	391	LINEAGE MAILING SERVICES	311557	05/26/2026	FINANCE		590-59010-131-000000	POSTAGE	5/12 UB	$ 1,226.91
Cust. Code 967	391	LINEAGE MAILING SERVICES	311557	05/26/2026	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	5/12 UB	$ 523.83
Cust. Code 967	391	LINEAGE MAILING SERVICES	311557	05/26/2026	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	5/12 UB	$ 523.84
Cust. Code 967	391	LINEAGE MAILING SERVICES	311554	05/26/2026	FINANCE		591-59010-131-000000	POSTAGE	5/11 Delinquents	$ 304.24
CHECK TOTAL FOR CHECK NUMBER 195961										**$ 4,283.98**
195962; 06/05/2026; Outstanding; null										
	432	TRAVELERS INDEMNITY COMPANY	000678490	05/29/2026	MULTI		105-55044-501-000000	MISCELLANEOUS FEES	CLAIM # F5U6400	$ 156.00
	432	TRAVELERS INDEMNITY COMPANY	000678490	05/29/2026	MULTI		105-55044-501-000000	MISCELLANEOUS FEES	CLAIM # F5U6400	$ 41.00
	432	TRAVELERS INDEMNITY COMPANY	000678490	05/29/2026	MULTI		590-58004-801-000000	LIABILITY DEDUCTIBLE	CLAIM # E8V0215	$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 195962										**$ 5,197.00**
195963; 06/05/2026; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	42148850	06/02/2026	PARKS & RECREATION		460-57012-400-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly Payment All Copy Products	$ 238.64
CHECK TOTAL FOR CHECK NUMBER 195963										**$ 238.64**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195964; 06/05/2026; Outstanding; null										
Open & Close for May 2026	566	IAN LEINTZ	2919	05/31/2026	CEMETERY MAINTENANC	Open & Close for May 2026	247-55041-204-000000	CONTRACT LABOR	Open and Close Services	$ 550.00
CHECK TOTAL FOR CHECK NUMBER 195964										**$ 550.00**
195965; 06/05/2026; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 68.00
CHECK TOTAL FOR CHECK NUMBER 195965										**$ 68.00**
195966; 06/05/2026; Cleared; 06/05/2026										
	641	PITTMAN SUPPORT SERVICES, LLC	26-005	06/01/2026	FINANCE		100-20017-000-000000	CRIMINAL HISTORY CHECK FEE	Background Checks	$ 367.95
	641	PITTMAN SUPPORT SERVICES, LLC	26-005	06/01/2026	FINANCE		100-55041-130-000000	CONTRACT LABOR	Bus/Liq Contracted Serv	$ 2,407.50
CHECK TOTAL FOR CHECK NUMBER 195966										**$ 2,775.45**
195967; 06/05/2026; Outstanding; null										
	669	MYRICK MECHANICAL	3764	05/26/2026	PARKS & REC-PO		100-57019-160-000000	BUILDING MAINTENANCE	2026 HVAC PM, on-call repair services	$ 972.00
CHECK TOTAL FOR CHECK NUMBER 195967										**$ 972.00**
195968; 06/05/2026; Outstanding; null										
	683	PSYCHLOGIC	1954	06/02/2026	POLICE		105-55007-501-000000	TESTING FEES	Psych (Young)	$ 300.00
CHECK TOTAL FOR CHECK NUMBER 195968										**$ 300.00**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195969; 06/05/2026; Outstanding; null										
	713	KOHL WHOLESALE INC	1637692	06/03/2026	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Food products and serving items for concessions at CapFed Sports Complex	$ 3,193.33
	713	KOHL WHOLESALE INC	1631309	05/27/2026	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Food products and serving items for concessions at CapFed Sports Complex	$ 3,206.81
CHECK TOTAL FOR CHECK NUMBER 195969										**$ 6,400.14**
195970; 06/05/2026; Outstanding; null										
	724	KATHARINE BARDWELL	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 32.00
CHECK TOTAL FOR CHECK NUMBER 195970										**$ 32.00**
195971; 06/05/2026; Outstanding; null										
	726	AGC ENGINEERS INC	05-2026-44	05/31/2026	PUB WRKS-PO		351-70018-201-000000	CONSTRUCTION ENGINEERING	Belmont Street Storm Sewer	$ 1,386.00
CHECK TOTAL FOR CHECK NUMBER 195971										**$ 1,386.00**
195972; 06/05/2026; Outstanding; null										
	728	CHERRYROAD MEDIA INC	336029	05/31/2026	TRANSIENT GUEST TAX		244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Ad through the Courier Tribune for Make Music Liberty	$ 250.00
CHECK TOTAL FOR CHECK NUMBER 195972										**$ 250.00**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195973; 06/05/2026; Outstanding; null										
Cust ID 1000215927	777	STERICYCLE, INC.	8014361838	05/25/2026	MULTI		100-55044-140-000000	MISCELLANEOUS FEES	April shred	$ 64.89
Cust ID 1000215927	777	STERICYCLE, INC.	8014361838	05/25/2026	MULTI		100-55044-116-000000	MISCELLANEOUS FEES	April shred	$ 64.89
Cust ID 1000215927	777	STERICYCLE, INC.	8014361838	05/25/2026	MULTI		105-55044-501-000000	MISCELLANEOUS FEES	April shred-Plumbers only	$ 194.72
Cust ID 1000215927	777	STERICYCLE, INC.	8014361838	05/25/2026	MULTI		100-55044-130-000000	MISCELLANEOUS FEES	April shred	$ 64.89
Cust ID 1000215927	777	STERICYCLE, INC.	8014361838	05/25/2026	MULTI		100-55044-111-000000	MISCELLANEOUS FEES	April shred	$ 64.89
CHECK TOTAL FOR CHECK NUMBER 195973										**$ 454.28**
195974; 06/05/2026; Outstanding; null										
	781	TEKLAB, INC.	347318	06/02/2026	UTILITIES-PO		591-55020-902-000000	LAB FEES	2026 Teklabs Services for WWTP	$ 1,006.70
	781	TEKLAB, INC.	347068	05/28/2026	UTILITIES-PO		591-55020-902-000000	LAB FEES	2026 Teklabs Services for WWTP	$ 376.70
	781	TEKLAB, INC.	346900	05/26/2026	UTILITIES-PO		590-55012-802-000000	MISC FEES - LEE CHEMICAL	Sample Pick-Up Fee	$ 15.00
	781	TEKLAB, INC.	346900	05/26/2026	UTILITIES-PO		590-55012-802-000000	MISC FEES - LEE CHEMICAL	Lee Chemical Lab Test for VOCs by EPA 8260	$ 2,346.50
	781	TEKLAB, INC.	347347	06/02/2026	UTILITIES-PO		591-55020-902-000000	LAB FEES	2026 Teklabs Services for WWTP	$ 499.55
CHECK TOTAL FOR CHECK NUMBER 195974										**$ 4,244.45**
195975; 06/05/2026; Outstanding; null										
	818	EMS COMPLIANCE, LLC	CE67663B-0008	05/15/2026	FIRE		106-59013-302-000000	MEMBERSHIP DUES	EMS Compliance	$ 3,000.00
CHECK TOTAL FOR CHECK NUMBER 195975										**$ 3,000.00**

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195976; 06/05/2026; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-32985	05/28/2026	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	224 Oil Change	$ 39.96
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-32703	05/19/2026	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	232 Oil Change	$ 48.97
CHECK TOTAL FOR CHECK NUMBER 195976										**$ 88.93**
195977; 06/05/2026; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-00003361 8	05/31/2026	UTILITIES-PO		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	Landfill/Landfilling Biosolids for WWTP	$ 13,879.79
CHECK TOTAL FOR CHECK NUMBER 195977										**$ 13,879.79**
195978; 06/05/2026; Outstanding; null										
includes prepaid - 100-14001-000-000000	896	BUSINESS COMMUNICATIONS, INC	230003	05/19/2026	TECH & LOGISTICS		100-57016-170-000000	IT MAINTENANCE & SERVICES	FortiEDR Maint	$ 12,165.29
includes prepaid - 100-14001-000-000000	896	BUSINESS COMMUNICATIONS, INC	230003	05/19/2026	TECH & LOGISTICS		100-14001-000-000000	OTHER PREPAYMENTS	FortiEDR Maint	$ 12,165.28
CHECK TOTAL FOR CHECK NUMBER 195978										**$ 24,330.57**
195979; 06/05/2026; Outstanding; null										
Liberty City Hall Police Addition and MEP System Final Desig	906	HOEFER WELKER, LLC	1248201-18	05/31/2026	PUB WRKS-PO		105-70020-501-SOB25	CONSTRUCTION CONTRACT	Contract for final design with Hoefer Welker	$ 27,260.00
CHECK TOTAL FOR CHECK NUMBER 195979										**$ 27,260.00**
195980; 06/05/2026; Outstanding; null										
	957	VANCE BROTHERS, LLC	2356	05/15/2026	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 8,626.92
	957	VANCE BROTHERS, LLC	3543	05/20/2026	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 807.35
	957	VANCE BROTHERS, LLC	3201	05/18/2026	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 402.00
CHECK TOTAL FOR CHECK NUMBER 195980										**$ 9,836.27**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195981; 06/05/2026; Outstanding; null										
	963	T-MOBILE USA INC.	MAY 2026	05/22/2026	POLICE		100-57030-512-000000	SOFTWARE MAINTENANCE	Phone Services	$ 3,237.18
CHECK TOTAL FOR CHECK NUMBER 195981										**$ 3,237.18**
195982; 06/05/2026; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	9401908	05/30/2026	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	$ 270.00
CHECK TOTAL FOR CHECK NUMBER 195982										**$ 270.00**
195983; 06/05/2026; Outstanding; null										
	965	MITCHELL A DECKER	1071	06/01/2026	UTILITIES-PO		591-55041-902-000000	CONTRACT LABOR	WWTP Mowing	$ 1,714.45
	965	MITCHELL A DECKER	1071	06/01/2026	UTILITIES-PO		590-55041-802-000000	CONTRACT LABOR	WTP Mowing	$ 2,125.85
	965	MITCHELL A DECKER	1071	06/01/2026	UTILITIES-PO		591-55041-902-000000	CONTRACT LABOR	WTP Mowing (2 new sites)	$ 466.65
CHECK TOTAL FOR CHECK NUMBER 195983										**$ 4,306.95**
195984; 06/05/2026; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	5/30/26	05/30/2026	PARKS & RECREATION		465-55050-410-000000	SWIM TEAM STROKE CLINIC		$ 200.00
	969	RYAN BENJAMIN HOUCK	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 192.00
	969	RYAN BENJAMIN HOUCK	5/30/26	05/30/2026	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		$ 25.00
	969	RYAN BENJAMIN HOUCK	5/30/26	05/30/2026	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 25.00
	969	RYAN BENJAMIN HOUCK	5/30/26	05/30/2026	PARKS & RECREATION		465-55061-410-000000	STARTS AND TURNS		$ 200.00
CHECK TOTAL FOR CHECK NUMBER 195984										**$ 642.00**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195985; 06/05/2026; Outstanding; null										
	995	KC MEDIA LLC	7832	06/01/2026	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	June Ad in In KC Magazine	$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 195985										**$ 1,000.00**
195986; 06/05/2026; Outstanding; null										
	996	EMILY SEYMOUR	5/30/26	05/30/2026	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		$ 25.00
	996	EMILY SEYMOUR	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 16.00
CHECK TOTAL FOR CHECK NUMBER 195986										**$ 41.00**
195987; 06/05/2026; Outstanding; null										
	997	PENNY LEWIS	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 60.00
	997	PENNY LEWIS	5/30/26	05/30/2026	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 100.00
	997	PENNY LEWIS	5/30/26	05/30/2026	PARKS & RECREATION		465-55052-410-000000	PRE-SEASON CONDITIONING		$ 100.00
CHECK TOTAL FOR CHECK NUMBER 195987										**$ 260.00**
195988; 06/05/2026; Outstanding; null										
	999	SOPHIA DICKSON	5/30/26	05/30/2026	PARKS & RECREATION		465-55050-410-000000	SWIM TEAM STROKE CLINIC		$ 200.00
	999	SOPHIA DICKSON	5/30/26	05/30/2026	PARKS & RECREATION		465-55050-410-000000	SWIM TEAM STROKE CLINIC		$ 200.00
CHECK TOTAL FOR CHECK NUMBER 195988										**$ 400.00**
195989; 06/05/2026; Outstanding; null										
	1003	BRYLEE STEGALL	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 160.00
CHECK TOTAL FOR CHECK NUMBER 195989										**$ 160.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195990; 06/05/2026; Outstanding; null										
	1004	CHARLES SARGENT IRRIGATION INC	43602	05/22/2026	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - High Service Pump #5	$ 7,130.00
	1004	CHARLES SARGENT IRRIGATION INC	26027	05/22/2026	UTILITIES-PO		590-57005-802-000000	WATER PLANT MAINTENANCE	HSP #5 Motor Repairs	$ 9,137.00
	1004	CHARLES SARGENT IRRIGATION INC	26027	05/22/2026	UTILITIES-PO		590-57005-802-000000	WATER PLANT MAINTENANCE	HSP #5 Pump Repairs	$ 30,183.48
CHECK TOTAL FOR CHECK NUMBER 195990										**$ 46,450.48**
195991; 06/05/2026; Outstanding; null										
	1009	LILLIAN BRYANT	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 768.00
CHECK TOTAL FOR CHECK NUMBER 195991										**$ 768.00**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195992; 06/05/2026; Outstanding; null										
	1041	ALPHA-LIT KC 2026, LLC	231506825	06/01/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	Light up Marquee Letters for the Go North KC Soccer Watch Party	$ 600.00
	1041	ALPHA-LIT KC 2026, LLC	231494583	06/01/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	Light up marquee letters for Hometown Holidays for America 250	$ 624.00
	1041	ALPHA-LIT KC 2026, LLC	231494580	06/01/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	Light up marquee letters for Liberty Fall Festival in honor of America 250	$ 624.00
	1041	ALPHA-LIT KC 2026, LLC	231494575	06/01/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	Light up marquee letters for the Special Edition film festival in honor of America 250	$ 624.00
	1041	ALPHA-LIT KC 2026, LLC	231485866	05/27/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	Light up marquee letters for the July 4 parade for America 250	$ 624.00
	1041	ALPHA-LIT KC 2026, LLC	231485844	06/02/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	Light up marquee letters for the Liberty Summer Band's patriotic concert	$ 624.00
CHECK TOTAL FOR CHECK NUMBER 195992										**$ 3,720.00**
195993; 06/05/2026; Outstanding; null										
	1077	CAITLYN MCCARTHY	5/30/26	05/30/2026	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 50.00
CHECK TOTAL FOR CHECK NUMBER 195993										**$ 50.00**

**Voided checks present and it may affect total amount calculations

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195994; 06/05/2026; Outstanding; null										
	1086	VERTEXONE SOFTWARE, LLC	038-FI000004459	05/13/2026	FINANCE		591-57030-901-000000	SOFTWARE MAINTENANCE	April Fees	$ 61.91
	1086	VERTEXONE SOFTWARE, LLC	038-FI000004459	05/13/2026	FINANCE		590-57030-801-000000	SOFTWARE MAINTENANCE	April Fees	$ 30.51
CHECK TOTAL FOR CHECK NUMBER 195994										**$ 92.42**
195995; 06/05/2026; Outstanding; null										
	1118	VICTORY PYROTECHNICS & SPECIAL	516	06/03/2026	TRNST GST TX-PO		244-59006-119-000000	LIBERTY FEST	Pyromusical display that will be created for Liberty Fest on Friday, July 3, 2026.	$ 17,988.78
CHECK TOTAL FOR CHECK NUMBER 195995										**$ 17,988.78**
195996; 06/05/2026; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	91273	01/08/2026	PUB WRKS-PO		350-70017-203-000000	ENGINEERING DESIGN	Contracted Price	$ 13,080.60
	1758	GEORGE BUTLER ASSOC INC	89919	06/04/2026	PUB WRKS-PO		350-70017-203-000000	ENGINEERING DESIGN	Contracted Price	$ 29,949.53
CHECK TOTAL FOR CHECK NUMBER 195996										**$ 43,030.13**
195997; 06/05/2026; Outstanding; null										
	2103	K C WINNELSON INC	160949-01	05/20/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 468.12
CHECK TOTAL FOR CHECK NUMBER 195997										**$ 468.12**
195998; 06/05/2026; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV189383	05/27/2026	TECH & LOGISTICS		100-57012-170-000000	OFFICE EQUIPMENT MAINTENANCE	Mthly Plotter Maintenance (05/01/2026-05/31/2026)	$ 131.04
CHECK TOTAL FOR CHECK NUMBER 195998										**$ 131.04**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195999; 06/05/2026; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	86217979	05/26/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	medical supplies	$ 882.04
CHECK TOTAL FOR CHECK NUMBER 195999										**$ 882.04**
196000; 06/05/2026; Outstanding; null										
	2456	PVS DX INC	817001074-26	05/22/2026	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Sodium Hypochlorite	$ 7,911.08
CHECK TOTAL FOR CHECK NUMBER 196000										**$ 7,911.08**
196001; 06/05/2026; Outstanding; null										
	2767	K C WINWATER WORKS CO	363747-01	05/20/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 500.00
	2767	K C WINWATER WORKS CO	363747-01	05/20/2026	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #221	$ 4,125.00
	2767	K C WINWATER WORKS CO	364176-01	05/28/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 185.00
CHECK TOTAL FOR CHECK NUMBER 196001										**$ 4,810.00**
196002; 06/05/2026; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281404774	06/01/2026	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility Mats 6.1.26	$ 146.88
CHECK TOTAL FOR CHECK NUMBER 196002										**$ 146.88**
196003; 06/05/2026; Outstanding; null										
	3134	MEALS ON WHEELS	052026	06/01/2026	PARKS & RECREATION		100-53025-480-000000	MEALS ON WHEELS	May MARC Meal Reimbursement	$ 2,001.00
CHECK TOTAL FOR CHECK NUMBER 196003										**$ 2,001.00**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196004; 06/05/2026; Outstanding; null										
	3235	FORVIS, LLP	2924376	05/18/2026	FINANCE-PO		100-55003-130-000000	AUDIT FEES	Audit Services for FY 2025	$ 1,700.00
	3235	FORVIS, LLP	2924376	05/18/2026	FINANCE-PO		100-55003-130-000000	AUDIT FEES	Audit Services for FY 2025	$ 34,000.00
CHECK TOTAL FOR CHECK NUMBER 196004										**$ 35,700.00**
196005; 06/05/2026; Outstanding; null										
	4357	CITY OF KEARNEY MO	2/25/2026	02/25/2026	POLICE		100-24013-000-000000	RECIPROCAL CASH BONDS	Reciprocal Bond	$ 411.00
CHECK TOTAL FOR CHECK NUMBER 196005										**$ 411.00**
196006; 06/05/2026; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	6050220	05/31/2026	UTILITIES		591-55002-901-000000	MISSOURI ONE CALL FEE	Locates - May 2026	$ 448.87
	4393	MO ONE CALL SYSTEM INC	6050220	05/31/2026	UTILITIES		590-55002-801-000000	MISSOURI ONE CALL FEE	Locates - May 2026	$ 448.88
CHECK TOTAL FOR CHECK NUMBER 196006										**$ 897.75**
196007; 06/05/2026; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 532.00
CHECK TOTAL FOR CHECK NUMBER 196007										**$ 532.00**
196008; 06/05/2026; Outstanding; null										
	4458	HASTY AWARDS	05261509	05/28/2026	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Spring Medals (Rec Baseball/Rec Softball)	$ 1,279.66
CHECK TOTAL FOR CHECK NUMBER 196008										**$ 1,279.66**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196009; 06/05/2026; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20134160	05/26/2026	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	New and original certifications	$ 1,410.00
	4460	JEFF ELLIS & ASSOC INC	20134469	06/01/2026	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	New and original certifications	$ 55.00
CHECK TOTAL FOR CHECK NUMBER 196009										**$ 1,465.00**
196010; 06/05/2026; Outstanding; null										
	4477	GENES TIRE & SERVICE CENTER	103624	05/20/2026	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	232 Tires	$ 123.60
CHECK TOTAL FOR CHECK NUMBER 196010										**$ 123.60**
196011; 06/05/2026; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	3938	05/27/2026	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Reimbursement for advertising expenses	$ 1,486.84
	4528	HISTORIC DOWNTOWN LIBERTY INC	3938	05/27/2026	TRANSIENT GUEST TAX		244-59018-119-000000	HDLI CONTRACT	Reimbursement for Fun Money Coupon Program	$ 980.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	JUNE 2026	06/01/2026	TRNST GST TX-PO		244-59018-119-000000	HDLI CONTRACT	HDLI Contract	$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 196011										**$ 5,800.17**
196012; 06/05/2026; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	35665	05/17/2026	PARKS & RECREATION		460-57025-403-000000	TRAILS MAINTENANCE	Gravel for South Wales	$ 1,175.04
CHECK TOTAL FOR CHECK NUMBER 196012										**$ 1,175.04**
196013; 06/05/2026; Outstanding; null										
	4763	PRINTING UNLIMITED	74833	06/03/2026	FINANCE		100-53032-130-000000	OUTSIDE PRINTING	FY 2026 BUDGET BOOK - 30 COPIES	$ 1,884.43
	4763	PRINTING UNLIMITED	74897	06/03/2026	PARKS & RECREATION		465-53038-420-000000	RSVP GRANT	Books for Silver Center	$ 320.82
CHECK TOTAL FOR CHECK NUMBER 196013										**$ 2,205.25**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196014; 06/05/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	25124	05/26/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25128	05/27/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline neuter	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25126	05/27/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine spay	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25127	05/26/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25125	05/27/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25093	05/27/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine spay	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25090	05/15/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	$ 80.00
CHECK TOTAL FOR CHECK NUMBER 196014										**$ 540.00**
196015; 06/05/2026; Outstanding; null										
	4846	VALIDITY SCREENING SOLUTIONS	269122	06/01/2026	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Background checks	$ 490.00
CHECK TOTAL FOR CHECK NUMBER 196015										**$ 490.00**
196016; 06/05/2026; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0052494	06/01/2026	ANIMAL CONTROL		100-57015-165-000000	FACILITIES SECURITY MAINT	Digital Security	$ 48.95
	4908	AMERICAN DIGITAL SECURITY LLC	INV0052596	06/01/2026	ANIMAL CONTROL		100-57015-165-000000	FACILITIES SECURITY MAINT	Digital Security	$ 48.95
CHECK TOTAL FOR CHECK NUMBER 196016										**$ 97.90**
196017; 06/05/2026; Outstanding; null										
	5142	LEXIPOL LLC	INVLEX112706610	06/01/2026	POLICE		105-54001-501-000000	REGISTRATION FEES	Annual Daily Training Bulletins	$ 10,013.57
CHECK TOTAL FOR CHECK NUMBER 196017										**$ 10,013.57**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196018; 06/05/2026; Outstanding; null										
	5257	NATHAN JONES	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 76.00
CHECK TOTAL FOR CHECK NUMBER 196018										**$ 76.00**
196019; 06/05/2026; Outstanding; null										
	5330	KCUR, UNIVERISTY OF MO-KC	MCC-126057639	05/31/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	KCUR Ads promoting America 250 events	$ 404.00
CHECK TOTAL FOR CHECK NUMBER 196019										**$ 404.00**
196020; 06/05/2026; Outstanding; null										
	5394	GALL'S INC	035206989	05/30/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 150.23
	5394	GALL'S INC	035203657	05/30/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 193.38
	5394	GALL'S INC	035198912	05/29/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 85.84
	5394	GALL'S INC	035198592	05/29/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 257.55
	5394	GALL'S INC	035238185	06/02/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 205.67
	5394	GALL'S INC	035234975	06/02/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fjire uniforms	$ 136.94
	5394	GALL'S INC	035231447	06/02/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 317.40
	5394	GALL'S INC	035222439	06/01/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 69.00
CHECK TOTAL FOR CHECK NUMBER 196020										**$ 1,416.01**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196021; 06/05/2026; Outstanding; null										
	5460	VALVOLINE LLC	124579	06/03/2026	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #403	$ 71.23
	5460	VALVOLINE LLC	124582	06/03/2026	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #401	$ 34.99
CHECK TOTAL FOR CHECK NUMBER 196021										**$ 106.22**
196022; 06/05/2026; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	3588	05/28/2026	POLICE		105-59014-501-000000	CLOTHING EXPENSES	Schmidt Pants	$ 249.98
CHECK TOTAL FOR CHECK NUMBER 196022										**$ 249.98**
196023; 06/05/2026; Outstanding; null										
	5598	CHILDRENS MERCY HOSPITALS & CL	8000042178	05/19/2026	POLICE		105-55044-501-000000	MISCELLANEOUS FEES	Lab Fees	$ 442.00
CHECK TOTAL FOR CHECK NUMBER 196023										**$ 442.00**
196024; 06/05/2026; Outstanding; null										
	5626	WEX BANK	112905749	05/31/2026	NONE		100-12023-000-000000	INVENTORY-GASOLINE	WEX MAY	$ 46,768.72
CHECK TOTAL FOR CHECK NUMBER 196024										**$ 46,768.72**
196025; 06/05/2026; Outstanding; null										
	5659	ROSEMARIE VON FINTEL	W/S 2026-3	06/03/2026	PARKS & RECREATION		465-55065-410-000000	COMMUNITY PROGRAMS	Dog Obedience W/S 2026-3	$ 819.00
CHECK TOTAL FOR CHECK NUMBER 196025										**$ 819.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196026; 06/05/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD206494	06/02/2026	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	$ 10,845.06
	5761	MISSISSIPPI LIME CO INC	CD205314	05/29/2026	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	$ 10,502.01
	5761	MISSISSIPPI LIME CO INC	CD204543	05/26/2026	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	$ 11,257.80
CHECK TOTAL FOR CHECK NUMBER 196026										**$ 32,604.87**
196027; 06/05/2026; Outstanding; null										
	5921	FLEX MADE EASY	LIB MAY 2026	05/26/2026	FINANCE		100-55044-140-000000	MISCELLANEOUS FEES	Flex Spending Acct Fees - Feb	$ 50.00
CHECK TOTAL FOR CHECK NUMBER 196027										**$ 50.00**
196028; 06/05/2026; Outstanding; null										
	5965	CLAY CO MUSEUM & HISTORIAL SOC	MAR APR 2026	04/30/2026	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant	$ 756.20
CHECK TOTAL FOR CHECK NUMBER 196028										**$ 756.20**
196029; 06/05/2026; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47412-25	05/22/2026	PUB WRKS-PO		352-57035-201-000000	BRIDGE MAINT REPLC PROJ	RICHFIELD RD BRIDGE DESIGN PROJECT	$ 3,783.25
	6045	VEENSTRA & KIMM INC	47413-20	05/22/2026	PUB WRKS-PO		352-57035-201-000000	BRIDGE MAINT REPLC PROJ	Purchase Order for Amendment to Marilynn Bridge Project	$ 3,517.44
	6045	VEENSTRA & KIMM INC	47420-2	05/22/2026	UTILITIES-PO		592-70017-801-000000	ENGINEERING DESIGN	Engineering Services for Liberty Dr 10"/12" Water Line Replacement	$ 19,499.00
CHECK TOTAL FOR CHECK NUMBER 196029										**$ 26,799.69**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196030; 06/05/2026; Outstanding; null										
	6170	CONTROL SERVICE COMPANY INC	22072	06/01/2026	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Service Agreement	$ 5,202.00
CHECK TOTAL FOR CHECK NUMBER 196030										**$ 5,202.00**
196031; 06/05/2026; Outstanding; null										
	6174	MURPHY TRACTOR & EQUIPMENT CO	2485355	07/11/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - PM Agreement for Loader	$ 5,455.73
CHECK TOTAL FOR CHECK NUMBER 196031										**$ 5,455.73**
196032; 06/05/2026; Outstanding; null										
	6275	MIDWEST MOTOR SUPPLY CO	104512790	05/29/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 80.47
	6275	MIDWEST MOTOR SUPPLY CO	104512790	05/29/2026	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 80.48
CHECK TOTAL FOR CHECK NUMBER 196032										**$ 160.95**
196033; 06/05/2026; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002528592	05/31/2026	FIRE		106-53009-302-000000	CHEMICALS	Fire oxygen	$ 48.06
	6305	HELGET GAS PRODUCTS	0003154432	05/31/2026	FIRE		106-53009-302-000000	CHEMICALS	Fire oxygen	$ 29.97
CHECK TOTAL FOR CHECK NUMBER 196033										**$ 78.03**
196034; 06/05/2026; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	15422	05/28/2026	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Pest Control - May 2026	$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	15422	05/28/2026	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Pest Control - May 2026	$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	15421	05/28/2026	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Monthly Pest Control Service	$ 60.00
CHECK TOTAL FOR CHECK NUMBER 196034										**$ 105.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196035; 06/05/2026; Outstanding; null										
	6358	DH PACE COMPANY INC	SVC/ 262-1053848	05/08/2026	PARKS & RECREATION		465-53008-420-000000	MAINTENANCE MATERIALS	Swing arm for interior lobby door repair	$ 350.00
CHECK TOTAL FOR CHECK NUMBER 196035										**$ 350.00**
196036; 06/05/2026; Outstanding; null										
	6467	ARC PHYSICAL THERAPY PLUS,	0601262618	06/01/2026	HR & RISK MGMT		591-54000-901-000000	TRAINING TRAVEL	Pre-employment POET - J. Cunningham & J. Silvey	$ 320.00
	6467	ARC PHYSICAL THERAPY PLUS,	0601262618	06/01/2026	HR & RISK MGMT		100-55038-501-000000	EMPLOYMENT TESTING	Pre-employment POET - Triston Cooper	$ 160.00
	6467	ARC PHYSICAL THERAPY PLUS,	0601262618	06/01/2026	HR & RISK MGMT		591-54000-901-000000	TRAINING TRAVEL	Pre-employment POET - Noah Green	$ 160.00
CHECK TOTAL FOR CHECK NUMBER 196036										**$ 640.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196037; 06/05/2026; Outstanding; null										
	6469	BRINK'S INCORPORATED	13185864	05/01/2026	FINANCE		595-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 85.69
	6469	BRINK'S INCORPORATED	8392445	02/28/2026	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 497.41
	6469	BRINK'S INCORPORATED	8538113	04/30/2026	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	excess items	$ 110.71
	6469	BRINK'S INCORPORATED	8461463	03/31/2026	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 467.43
	6469	BRINK'S INCORPORATED	13185864	05/01/2026	FINANCE		591-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 218.99
	6469	BRINK'S INCORPORATED	13185864	05/01/2026	FINANCE		590-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 171.38
	6469	BRINK'S INCORPORATED	13185864	05/01/2026	FINANCE		461-55013-451-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 142.82
	6469	BRINK'S INCORPORATED	13185864	05/01/2026	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 190.43
	6469	BRINK'S INCORPORATED	13185864	05/01/2026	FINANCE		465-55013-420-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 142.82
CHECK TOTAL FOR CHECK NUMBER 196037										**$ 2,027.68**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196038; 06/05/2026; Outstanding; null										
	6471	JCI INDUSTRIES INC	8294834	06/02/2026	UTILITIES		591-57003-902-000000	LIFT STATION MAINTENANCE	WWTP - Replace Radar Sensor & Calibrate	$ 4,018.00
	6471	JCI INDUSTRIES INC	8294496	05/27/2026	UTILITIES-PO		593-70005-902-000000	PLANT CAPITAL REPLACEMENTS	MBT 2 Kubota Membranes Installation.	$ 278,751.60
	6471	JCI INDUSTRIES INC	8294436-37	05/26/2026	UTILITIES-PO		593-70005-902-000000	PLANT CAPITAL REPLACEMENTS	JCI repair of Flygt Dry Weather Pump	$ 426.44
	6471	JCI INDUSTRIES INC	8294436-37	05/26/2026	UTILITIES-PO		593-70005-902-000000	PLANT CAPITAL REPLACEMENTS	JCI repair of Flygt Dry Weather Pump	$ 54,790.19
	6471	JCI INDUSTRIES INC	8294496	05/27/2026	UTILITIES-PO		593-20003-000-000000	RETAINAGE PAYABLE	Retainage	$ (13,937.58)
CHECK TOTAL FOR CHECK NUMBER 196038										**$ 324,048.65**
196039; 06/05/2026; Outstanding; null										
	6683	STEPHEN G TAYLOR	06022026	06/02/2026	PROSECUTOR		100-55005-115-000000	LEGAL FEES	Legal Fees	$ 750.00
CHECK TOTAL FOR CHECK NUMBER 196039										**$ 750.00**
196040; 06/05/2026; Outstanding; null										
	6763	MICHAEL S WIENANDS	5/30/26	05/30/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 2,280.00
CHECK TOTAL FOR CHECK NUMBER 196040										**$ 2,280.00**
196041; 06/05/2026; Void; null										
	6766	COLEMAN EQUIPMENT INC	24650	06/01/2026	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Kubota Hydraulic Repair	** $ 345.80
	6766	COLEMAN EQUIPMENT INC	24650	06/01/2026	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Kubota Hydraulic Repair	** $ 345.81
CHECK TOTAL FOR CHECK NUMBER 196041										**$ 0.00**

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196042; 06/05/2026; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC221840	05/22/2026	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	#120 - Hydraulic Leak Repair	$ 484.00
CHECK TOTAL FOR CHECK NUMBER 196042										**$ 484.00**
196043; 06/05/2026; Outstanding; null										
	7683	RICOH USA, INC	110056122	05/22/2026	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Lease - June	$ 153.81
CHECK TOTAL FOR CHECK NUMBER 196043										**$ 153.81**
196044; 06/05/2026; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC26-125	06/02/2026	FIRE		106-53017-303-000000	CPR TRAINING SUPPLIES	Fire CPR cards	$ 10.00
CHECK TOTAL FOR CHECK NUMBER 196044										**$ 10.00**
196045; 06/05/2026; Outstanding; null										
Acct # 3-0468-0011069	8397	REPUBLIC SERVICES #468	MAY 2026	05/29/2026	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Solid Waste	$ 142,673.41
Acct # 3-0468-0011069	8397	REPUBLIC SERVICES #468	MAY 2026	05/29/2026	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Recycling	$ 87,920.88
Acct # 3-0468-0011069	8397	REPUBLIC SERVICES #468	MAY 2026	05/29/2026	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	SW Credit (Fuel overcharge Jan - Apr)	$ (791.40)
CHECK TOTAL FOR CHECK NUMBER 196045										**$ 229,802.89**
196046; 06/05/2026; Outstanding; null										
	8799	CORE & MAIN LP	Z070446	05/20/2026	UTILITIES		590-57030-801-000000	SOFTWARE MAINTENANCE	CEMP Application Support - 1 Year	$ 190.55
	8799	CORE & MAIN LP	Z043437	05/15/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 819.01
	8799	CORE & MAIN LP	Z025431	05/26/2026	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #036	$ 3,369.60
	8799	CORE & MAIN LP	Z070446	05/20/2026	UTILITIES		591-57030-901-000000	SOFTWARE MAINTENANCE	CEMP Application Support - 1 Year	$ 324.45
CHECK TOTAL FOR CHECK NUMBER 196046										**$ 4,703.61**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196047; 06/05/2026; Outstanding; null										
	8987	SWIM THINGS INC	552570	05/28/2026	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM	Storm suit order	$ 800.00
CHECK TOTAL FOR CHECK NUMBER 196047										**$ 800.00**
196048; 06/05/2026; Outstanding; null										
	999999	Nathaniel Lewis	2755130	05/27/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Swim Suit Refund	$ 49.00
CHECK TOTAL FOR CHECK NUMBER 196048										**$ 49.00**
196049; 06/05/2026; Outstanding; null										
	999999	Misty Frazer	2755548	05/28/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Not able to attend	$ 65.00
CHECK TOTAL FOR CHECK NUMBER 196049										**$ 65.00**
196050; 06/05/2026; Outstanding; null										
	999999	Rachel Jaszczyk	2756383	05/29/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Not able to attend	$ 55.00
CHECK TOTAL FOR CHECK NUMBER 196050										**$ 55.00**
196051; 06/05/2026; Outstanding; null										
	999999	Vicki Hostin	2757423	05/30/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Room Rental Cancellation	$ 260.00
CHECK TOTAL FOR CHECK NUMBER 196051										**$ 260.00**
196052; 06/05/2026; Outstanding; null										
	999999	Leslie Marts	2757683	05/30/2026	PARKS & RECREATION		460-20010-000-000000	REFUNDS PAYABLE	Shelter Refund (Ruth Moore Splashpad Down)	$ 70.00
CHECK TOTAL FOR CHECK NUMBER 196052										**$ 70.00**
196053; 06/05/2026; Outstanding; null										
115_0413000_003 Utility Billing Refund	999999	EVERLASTING GRACE FORMAL WEAR	U1150413000003A	06/01/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 61.83
CHECK TOTAL FOR CHECK NUMBER 196053										**$ 61.83**

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196054; 06/05/2026; Outstanding; null										
115_0413000_003 Utility Billing Refund	999999	EVERLASTING GRACE FORMAL WEAR	U1150413000003B	06/01/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196054										**$ 150.00**
196055; 06/05/2026; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	SUMMER 3 VB	05/29/2026	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2026 Youth and Adult Sports Officiating Services	$ 585.00
CHECK TOTAL FOR CHECK NUMBER 196055										**$ 585.00**
Grand Total:										**$ 1,037,045.15**

Notes :
(a) Negative numbers are displayed in parentheses.
(b) The filter parameters selected at the time of report submission are printed in the header section.
(c) **Voided checks present and it may affect total amount calculations.

JUNE 12, 2026

AP List Checks Invoices

Check Type: All; **Check Date between:** 06/10/2026 and 06/12/2026;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196056; 06/12/2026; Outstanding; null										
	12	JOEL REINOEHL	RP011	06/02/2026	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Redwood Pediatrics Sponsorship	$ 635.25
	12	JOEL REINOEHL	NIL08	05/26/2026	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Northland Injury Law Banner Sponsorship	$ 103.94
	12	JOEL REINOEHL	NIL08	05/26/2026	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	Northland Injury Law Banner Sponsorship	$ 155.93
	12	JOEL REINOEHL	NIL08	05/26/2026	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Northland Injury Law Banner Sponsorship	$ 317.63
	12	JOEL REINOEHL	HW021	05/27/2026	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	Heather Schley Banner Sponsorship	$ 155.93
	12	JOEL REINOEHL	HW021	05/27/2026	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Heather Schley Banner Sponsorship	$ 317.63
	12	JOEL REINOEHL	RP011	06/02/2026	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Redwood Pediatrics Sponsorship	$ 207.90
	12	JOEL REINOEHL	RP011	06/02/2026	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	Redwood Pediatrics Sponsorship	$ 311.85
	12	JOEL REINOEHL	HW021	05/27/2026	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Heather Schley Banner Sponsorship	$ 103.94
CHECK TOTAL FOR CHECK NUMBER 196056										**$ 2,310.00**
196057; 06/12/2026; Outstanding; null										
	16	TELEFLEX LLC	9511677906	06/08/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	medical supplies	$ 1,330.00
CHECK TOTAL FOR CHECK NUMBER 196057										**$ 1,330.00**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196058; 06/12/2026; Outstanding; null										
includes prepaid - 100-14001-000-00 0000	27	SHI INTERNATIONAL CORP	B21255374	05/29/2026	TECH & LOGISTICS		100-14001-000-0000 00	OTHER PREPAYMENTS	Windows Licenses (320)	$ 6,737.33
includes prepaid - 100-14001-000-00 0000	27	SHI INTERNATIONAL CORP	B21255374	05/29/2026	TECH & LOGISTICS		100-57030-170-0000 00	SOFTWARE MAINTENANCE	Windows Licenses (320)	$ 9,432.27
CHECK TOTAL FOR CHECK NUMBER 196058										**$ 16,169.60**
196059; 06/12/2026; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	5265908303 0	06/03/2026	PARKS & REC-PO		461-53005-451-0000 00	CONCESSION SUPPLIES	Beverage Products at CapFed Sports Complex and LCC Vending Machines	$ 3,587.52
CHECK TOTAL FOR CHECK NUMBER 196059										**$ 3,587.52**
196060; 06/12/2026; Outstanding; null										
	189	DELL MARKETING LP	10874828688	05/13/2026	POLICE		105-60005-501-0000 00	VEHICLE CHANGEOVER COSTS		$ 11,232.21
	189	DELL MARKETING LP	10874139638	05/07/2026	TECH & LOGISTICS		100-60004-170-0000 00	MINOR COMPUTER EQUIPMENT	PD car laptops	$ 20,313.72
CHECK TOTAL FOR CHECK NUMBER 196060										**$ 31,545.93**
196061; 06/12/2026; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	6-5-26	06/05/2026	POLICE		105-55007-501-0000 00	TESTING FEES	Wellness Check-Ins	$ 240.00
CHECK TOTAL FOR CHECK NUMBER 196061										**$ 240.00**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196062; 06/12/2026; Outstanding; null										
967	391	LINEAGE MAILING SERVICES	311558	05/31/2026	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	5/28 Util Billing	$ 332.78
967	391	LINEAGE MAILING SERVICES	311555	05/31/2026	FINANCE		591-59010-131-000000	POSTAGE	5/26 Delinquents	$ 267.54
967	391	LINEAGE MAILING SERVICES	311555	05/31/2026	FINANCE		590-59010-131-000000	POSTAGE	5/26 Delinquents	$ 267.54
967	391	LINEAGE MAILING SERVICES	311555	05/31/2026	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	5/26 Delinquents	$ 78.61
967	391	LINEAGE MAILING SERVICES	311555	05/31/2026	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	5/26 Delinquents	$ 78.62
967	391	LINEAGE MAILING SERVICES	311558	05/31/2026	FINANCE		590-59010-131-000000	POSTAGE	5/28 Util Billing	$ 1,125.86
967	391	LINEAGE MAILING SERVICES	311558	05/31/2026	FINANCE		590-59010-131-000000	POSTAGE	5/28 Util Billing	$ 1,125.86
967	391	LINEAGE MAILING SERVICES	311558	05/31/2026	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	5/28 Util Billing	$ 332.77
CHECK TOTAL FOR CHECK NUMBER 196062										**$ 3,609.58**
196063; 06/12/2026; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	8628861	06/01/2026	PARKS & REC-PO		465-55041-420-000000	CONTRACT LABOR	3rd Shift Custodial Services at Liberty Community Center	$ 4,515.00
CHECK TOTAL FOR CHECK NUMBER 196063										**$ 4,515.00**
196064; 06/12/2026; Outstanding; null										
	488	LIBERTY MUNICIPAL DIVISION	6-3-26	06/03/2026	POLICE		100-22008-000-000000	COURT CASH BONDS	Johnson/260213446	$ 350.00
	488	LIBERTY MUNICIPAL DIVISION	6-3-26	06/03/2026	POLICE		100-22008-000-000000	COURT CASH BONDS	Galvan/260213392	$ 350.00
CHECK TOTAL FOR CHECK NUMBER 196064										**$ 700.00**

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196065; 06/12/2026; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	6/5/26	06/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 68.00
CHECK TOTAL FOR CHECK NUMBER 196065										**$ 68.00**
196066; 06/12/2026; Outstanding; null										
	630	ULINE, INC	208705912	05/29/2026	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Misc Inventory	$ 617.45
	630	ULINE, INC	208705912	05/29/2026	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Misc Inventory	$ 617.45
	630	ULINE, INC	208705912	05/29/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 41.25
	630	ULINE, INC	208705912	05/29/2026	UTILITIES		591-59015-901-000000	PROTECTIVE CLOTHING	Protective Clothing	$ 384.00
	630	ULINE, INC	208705912	05/29/2026	UTILITIES		590-59015-801-000000	PROTECTIVE CLOTHING	Protective Clothing	$ 384.00
CHECK TOTAL FOR CHECK NUMBER 196066										**$ 2,044.15**
196067; 06/12/2026; Outstanding; null										
	696	JANI-KING OF KANSAS CITY	KSC05260515	05/01/2026	PARKS & RECREATION		465-55041-420-000000	CONTRACT LABOR	fourteen cleanings in April 2026	$ 1,050.00
CHECK TOTAL FOR CHECK NUMBER 196067										**$ 1,050.00**
196068; 06/12/2026; Outstanding; null										
	724	KATHARINE BARDWELL	6/5/26	06/02/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 32.00
CHECK TOTAL FOR CHECK NUMBER 196068										**$ 32.00**
196069; 06/12/2026; Outstanding; null										
City of Liberty Subscript	728	CHERRYROAD MEDIA INC	MAY 2026	05/30/2026	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	May Tribune Subscript	$ 51.00
CHECK TOTAL FOR CHECK NUMBER 196069										**$ 51.00**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196070; 06/12/2026; Outstanding; null										
	772	WILKERSON CRANE RENTAL, INC.	427392-OP	05/31/2026	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Crane Rental	$ 7,128.80
CHECK TOTAL FOR CHECK NUMBER 196070										**$ 7,128.80**
196071; 06/12/2026; Outstanding; null										
	781	TEKLAB, INC.	347779	06/09/2026	UTILITIES		591-55034-902-000000	PRETREATMENT PROGRAM	WWTP - IPP Laboratory Services	$ 332.60
	781	TEKLAB, INC.	347778	06/09/2026	UTILITIES		591-55034-902-000000	PRETREATMENT PROGRAM	WWTP - IPP Laboratory Services	$ 332.60
CHECK TOTAL FOR CHECK NUMBER 196071										**$ 665.20**
196072; 06/12/2026; Outstanding; null										
	805	EMS MANAGEMENT & CONSULTANTS	EMS-026338	05/31/2026	NONE		100-55041-160-000000	CONTRACT LABOR	AMB CHARGES- MAY 2026	$ 11,127.63
CHECK TOTAL FOR CHECK NUMBER 196072										**$ 11,127.63**
196073; 06/12/2026; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-32107	05/01/2026	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	206 Oil Change	$ 47.97
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-33224	06/04/2026	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	205 Oil change	$ 41.77
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-33057	05/30/2026	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	211 Oil Change	$ 39.96
CHECK TOTAL FOR CHECK NUMBER 196073										**$ 129.70**
196074; 06/12/2026; Outstanding; null										
	881	ASHLEY MCCARTHY	6/5/26	06/05/2026	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 1,225.00
CHECK TOTAL FOR CHECK NUMBER 196074										**$ 1,225.00**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196075; 06/12/2026; Outstanding; null										
Split across accounts according to the attached breakdown	915	FIBER PLATFORM, LLC	SI-26-032195	06/01/2026	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	fiber circuit	$ 7,682.00
Split across accounts according to the attached breakdown	915	FIBER PLATFORM, LLC	SI-26-032195	06/01/2026	TECH & LOGISTICS		105-59026-501-000000	MISCELLANEOUS EXPENSES	pd	$ 600.00
CHECK TOTAL FOR CHECK NUMBER 196075										**$ 8,282.00**
196076; 06/12/2026; Outstanding; null										
	940	ENTERPRISE FM TRUST	FBN5662974	06/03/2026	UTILITIES-PO		353-60008-403-000000	VEHICLE/EQUIPMENT LEASE	Two 2025 Ford F-350 Reg Cab XLT trucks and One 2025 Ford F-350 Crew Cab XLT truck lease	$ 0.00
	940	ENTERPRISE FM TRUST	FBN5662974	06/03/2026	UTILITIES-PO		593-60008-901-000000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	$ 351.29
	940	ENTERPRISE FM TRUST	FBN5662974	06/03/2026	UTILITIES-PO		592-60008-801-000000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	$ 351.30
CHECK TOTAL FOR CHECK NUMBER 196076										**$ 702.59**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196077; 06/12/2026; Outstanding; null										
	943	COLUMN SOFTWARE PBC	B283E281-0050	05/06/2026	PUBLIC WORKS		100-55028-201-000000	ADVERTISING	Bid Notice Trail Paving Project #4542780	$ 224.53
	943	COLUMN SOFTWARE PBC	B283E281-0055	05/12/2026	PUBLIC WORKS		100-55028-201-000000	ADVERTISING	Bid Notice Vac Pub ROW Project #4561500	$ 214.20
	943	COLUMN SOFTWARE PBC	B283E281-0054	05/12/2026	PUBLIC WORKS		100-55028-201-000000	ADVERTISING	Bid Notice Belmont Stm Swr #4561440	$ 224.53
	943	COLUMN SOFTWARE PBC	B283E281-0053	05/06/2026	PUBLIC WORKS		100-55028-201-000000	ADVERTISING	Bid Notice PD Garage Design Buld Svcs Project #4544930	$ 176.78
CHECK TOTAL FOR CHECK NUMBER 196077										**$ 840.04**
196078; 06/12/2026; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	9422982	06/06/2026	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	$ 270.00
CHECK TOTAL FOR CHECK NUMBER 196078										**$ 270.00**
196079; 06/12/2026; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	6/5/26	06/05/2026	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 612.50
	969	RYAN BENJAMIN HOUCK	6/5/26	06/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 224.00
CHECK TOTAL FOR CHECK NUMBER 196079										**$ 836.50**
196080; 06/12/2026; Outstanding; null										
	987	DANIEL WILLIAMS	258494	06/07/2026	TRANSIENT GUEST TAX		244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Make Music Day Bubble Party	$ 650.00
CHECK TOTAL FOR CHECK NUMBER 196080										**$ 650.00**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196081; 06/12/2026; Outstanding; null										
	996	EMILY SEYMOUR	6/5/26	06/05/2026	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 550.00
	996	EMILY SEYMOUR	6/5/26	06/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 16.00
CHECK TOTAL FOR CHECK NUMBER 196081										**$ 566.00**
196082; 06/12/2026; Outstanding; null										
	997	PENNY LEWIS	6/5/26	06/05/2026	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 1,225.00
CHECK TOTAL FOR CHECK NUMBER 196082										**$ 1,225.00**
196083; 06/12/2026; Outstanding; null										
	999	SOPHIA DICKSON	6/5/26	06/05/2026	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 693.75
CHECK TOTAL FOR CHECK NUMBER 196083										**$ 693.75**
196084; 06/12/2026; Outstanding; null										
	1003	BRYLEE STEGALL	6/5/26	06/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 160.00
CHECK TOTAL FOR CHECK NUMBER 196084										**$ 160.00**
196085; 06/12/2026; Outstanding; null										
	1009	LILLIAN BRYANT	6/5/26	06/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 480.00
CHECK TOTAL FOR CHECK NUMBER 196085										**$ 480.00**
196086; 06/12/2026; Outstanding; null										
	1031	MCCOWN GORDON CONSTRUCTION LLC	3	06/01/2026	PUB WRKS-PO		105-70020-501-SOB25	CONSTRUCTION CONTRACT	Police Expansion Project	$ 879,728.77
	1031	MCCOWN GORDON CONSTRUCTION LLC	3	06/01/2026	PUB WRKS-PO		105-20003-000-000000	RETAINAGE PAYABLE	RETAINAGE	$ (43,986.45)
CHECK TOTAL FOR CHECK NUMBER 196086										**$ 835,742.32**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196087; 06/12/2026; Outstanding; null										
	1059	CLAY CO RECORDER	20260014988	06/10/2026	PLANNING & DVLP		100-55016-150-000000	RECORDING FEES	Homestead Hills Lot Split	$ 69.00
CHECK TOTAL FOR CHECK NUMBER 196087										**$ 69.00**
196088; 06/12/2026; Outstanding; null										
	1121	CHRISTOPHER DARREN VEDDER	1361	06/09/2026	TRANSIENT GUEST TAX		244-55041-119-000000	CONTRACT LABOR	Photo / Video Services for June 6 Events	$ 1,200.00
CHECK TOTAL FOR CHECK NUMBER 196088										**$ 1,200.00**
196089; 06/12/2026; Outstanding; null										
	1128	SCREENVISION MEDIA	LOC_000296990	06/01/2026	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Recruitment Ad	$ 461.54
CHECK TOTAL FOR CHECK NUMBER 196089										**$ 461.54**
196090; 06/12/2026; Outstanding; null										
	1132	WITHERSRAVENEL, INC	190601	04/09/2026	UTILITIES-PO		592-70017-801-000000	ENGINEERING DESIGN	Engineering Services for Waterline Capital Investment Model	$ 30,283.40
	1132	WITHERSRAVENEL, INC	192279	06/05/2026	UTILITIES-PO		592-70017-801-000000	ENGINEERING DESIGN	Engineering Services for Waterline Capital Investment Model	$ 2,706.30
	1132	WITHERSRAVENEL, INC	191255	05/04/2026	UTILITIES-PO		592-70017-801-000000	ENGINEERING DESIGN	Engineering Services for Waterline Capital Investment Model	$ 1,804.20
CHECK TOTAL FOR CHECK NUMBER 196090										**$ 34,793.90**
196091; 06/12/2026; Outstanding; null										
	1160	HVAC DOCTORS	8426	05/27/2026	UTILITIES		592-70001-802-000000	CAPITAL EQUIPMENT	WTP - Installation of 3 ton mini split	$ 14,149.30
CHECK TOTAL FOR CHECK NUMBER 196091										**$ 14,149.30**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196092; 06/12/2026; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	5302896	06/02/2026	UTILITIES		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	$ 2,360.00
CHECK TOTAL FOR CHECK NUMBER 196092										**$ 2,360.00**
196093; 06/12/2026; Outstanding; null										
	1659	INLAND TRUCK PARTS CO	IN-2006584	06/10/2026	FIRE		106-57009-301-000000	VEHICLE MAINTENANCE	612 Wiper motor	$ 1,170.43
CHECK TOTAL FOR CHECK NUMBER 196093										**$ 1,170.43**
196094; 06/12/2026; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	86227416	06/02/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	medical supplies	$ 303.42
	2300	BOUND TREE MEDICAL LLC	86227417	06/02/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	medical supplies	$ 77.99
	2300	BOUND TREE MEDICAL LLC	86177688	04/21/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	medical supplies	$ 125.27
	2300	BOUND TREE MEDICAL LLC	86126313	03/09/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	medical supplies	$ 806.40
CHECK TOTAL FOR CHECK NUMBER 196094										**$ 1,313.08**
196095; 06/12/2026; Outstanding; null										
	2767	K C WINWATER WORKS CO	364281-01	06/02/2026	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #322, #003	$ 2,810.00
	2767	K C WINWATER WORKS CO	361434-02	05/19/2026	UTILITIES		593-70020-901-000000	CONSTRUCTION CONTRACT	Sewer Manhole Rehab Project	$ 8,650.00
	2767	K C WINWATER WORKS CO	364281-03	06/08/2026	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Credit for Part #003	$ (1,394.00)
CHECK TOTAL FOR CHECK NUMBER 196095										**$ 10,066.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196096; 06/12/2026; Outstanding; null										
	3524	LIBERTY PETTY CASH	06092026	06/09/2026	PARKS & RECREATION		460-54000-400-000000	TRAINING TRAVEL	Tom Garland Mileage May 2026	$ 104.40
	3524	LIBERTY PETTY CASH	06092026	06/09/2026	PARKS & RECREATION		460-54000-400-000000	TRAINING TRAVEL	Tom Garland April 2026	$ 136.30
	3524	LIBERTY PETTY CASH	06092026	06/09/2026	PARKS & RECREATION		100-54001-483-000000	REGISTRATION FEES	food handlers for emp Kristi West	$ 25.99
	3524	LIBERTY PETTY CASH	06092026	06/09/2026	PARKS & RECREATION		465-53038-420-000000	RSVP GRANT	rsvp food handlers-Carolyn Bogart	$ 25.99
	3524	LIBERTY PETTY CASH	06092026	06/09/2026	PARKS & RECREATION		465-53038-420-000000	RSVP GRANT	rsvp food handlers-Dennis Howard	$ 25.99
	3524	LIBERTY PETTY CASH	06092026	06/09/2026	PARKS & RECREATION		461-59026-451-000000	MISCELLANEOUS EXPENSES	Paula Ruf Mileage April 2026	$ 156.60
	3524	LIBERTY PETTY CASH	06092026	06/09/2026	PARKS & RECREATION		100-53035-483-000000	PROGRAM SUPPLIES	silver center may birthdays	$ 100.00
CHECK TOTAL FOR CHECK NUMBER 196096										**$ 575.27**
196097; 06/12/2026; Outstanding; null										
Acct #527657-32065	3552	K C MO WATER SERVICES	KC MAY-26	05/29/2026	FINANCE		591-55040-902-000000	SEWAGE TREATMENT SERVICES	Acct 128-0993500-002 SW chgs	$ 2,139.33
CHECK TOTAL FOR CHECK NUMBER 196097										**$ 2,139.33**
196098; 06/12/2026; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	593771	05/18/2026	FIRE		106-60000-301-000000	MINOR EQUIPMENT	Flashlights for 600 and 602	$ 118.69
	3684	CONRAD FIRE EQUIPMENT INC	592032	03/09/2026	FIRE		106-53033-301-000000	SCBA SUPPLIES	SCBA quick connect adapters	$ 376.61
	3684	CONRAD FIRE EQUIPMENT INC	594021	05/26/2026	FIRE		106-57009-301-000000	VEHICLE MAINTENANCE	T1 Hydraulic leak	$ 1,062.63
CHECK TOTAL FOR CHECK NUMBER 196098										**$ 1,557.93**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196099; 06/12/2026; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	594494	06/03/2026	FIRE		106-57009-301-000000	VEHICLE MAINTENANCE	Side Blinker	$ 146.71
CHECK TOTAL FOR CHECK NUMBER 196099										**$ 146.71**
196100; 06/12/2026; Outstanding; null										
	4291	NATL FIRE SAFETY COUNCIL	MO-24-F-4.2	06/05/2026	FIRE		106-53015-304-000000	LEARN NOT TO BURN PROGRAM	Fire prevention supplies	$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 196100										**$ 1,500.00**
196101; 06/12/2026; Outstanding; null										
	4458	HASTY AWARDS	06260710	06/08/2026	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Tiny Tot Tball Medals	$ 433.31
CHECK TOTAL FOR CHECK NUMBER 196101										**$ 433.31**
196102; 06/12/2026; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20134636	06/08/2026	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	New and original certifications	$ 155.00
CHECK TOTAL FOR CHECK NUMBER 196102										**$ 155.00**
196103; 06/12/2026; Outstanding; null										
	4522	ENSZ & JESTER PC	57	05/31/2026	HR & RISK MGMT		100-55005-140-000000	LEGAL FEES	Legal fees	$ 647.50
CHECK TOTAL FOR CHECK NUMBER 196103										**$ 647.50**
196104; 06/12/2026; Outstanding; null										
	4633	DICE PHOTOGRAPHY	38429	06/04/2026	POLICE		105-55044-501-000000	MISCELLANEOUS FEES	Department Photos	$ 2,300.00
CHECK TOTAL FOR CHECK NUMBER 196104										**$ 2,300.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196105; 06/12/2026; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	35874	05/31/2026	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 1,071.52
	4693	LIBERTY AGGREGATES LLC	35874	05/31/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 1,071.52
CHECK TOTAL FOR CHECK NUMBER 196105										**$ 2,143.04**
196106; 06/12/2026; Outstanding; null										
	4763	PRINTING UNLIMITED	74896	06/03/2026	PR & COMMUNICATION		100-53032-113-000000	OUTSIDE PRINTING	June Utility Bill Insert	$ 685.00
	4763	PRINTING UNLIMITED	74673	05/04/2026	TRANSIENT GUEST TAX		100-53032-113-000000	OUTSIDE PRINTING	May Utility Bill Insert	$ 1,370.00
CHECK TOTAL FOR CHECK NUMBER 196106										**$ 2,055.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196107; 06/12/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	25112	06/08/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline spay	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25089	05/15/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Neuter	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Albon Tabs	$ 67.15
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Rabies Vaccine #25127	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Rabies Vaccine #25125	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	25131	05/31/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	$ 95.00
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Sedative	$ 150.15
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Euthanasia	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Diet Food For Rocket	$ 35.06
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Clav./Amoxi Drops	$ 16.62
	4817	VETERINARY CENTER OF LIBERTY	25120	05/27/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline Neuter	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25121	05/27/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Neuter	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Rabies Vaccine #25125	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	550248	06/01/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Radiographs	$ 275.90
	4817	VETERINARY CENTER OF LIBERTY	25053	05/31/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Spay	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25008	05/31/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Neuter	$ 60.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196107; 06/12/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	25051	05/31/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Neuter	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25129	05/27/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Spay	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25133	06/01/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Spay	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25052	05/17/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Spay	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25055	05/31/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Neuter	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25049	05/31/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Kitten Spay	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25110	05/16/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25010	05/31/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25171	06/04/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25172	06/04/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25170	06/04/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25007	04/30/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25050	05/08/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	25150	06/05/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	rabies vaccine	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	medicine	$ 40.20

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196107; 06/12/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	25139	06/01/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	25048	05/11/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	medicine	$ 154.80
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	rabies vaccine	$ 22.50
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	medicine	$ 154.80
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	medicine	$ 154.80
	4817	VETERINARY CENTER OF LIBERTY	24917	06/08/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline neuter	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	rabies vaccine	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	euthanasia	$ 180.00
	4817	VETERINARY CENTER OF LIBERTY	550760	06/08/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	medicine	$ 154.80
	4817	VETERINARY CENTER OF LIBERTY	25154	06/07/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline spay	$ 60.00
CHECK TOTAL FOR CHECK NUMBER 196107										**$ 3,189.53**
196108; 06/12/2026; Outstanding; null										
	5135	HILL'S PET NUTRITION SALES INC	257396179	06/06/2026	ANIMAL CONTROL		100-53007-165-000000	FOOD	Hills science diet, kitten food	$ 74.98
	5135	HILL'S PET NUTRITION SALES INC	257396179	06/06/2026	ANIMAL CONTROL		100-53007-165-000000	FOOD	Hills science diet, canine food	$ 308.88
CHECK TOTAL FOR CHECK NUMBER 196108										**$ 383.86**

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196109; 06/12/2026; Outstanding; null										
	5165	THE LAMAR COMPANIES	118250679	05/25/2026	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Billboard for Liberty Fest and Make Music Day	$ 2,000.00
CHECK TOTAL FOR CHECK NUMBER 196109										**$ 2,000.00**
196110; 06/12/2026; Outstanding; null										
	5194	TG TECHNICAL SERVICE	INV-002911	06/05/2026	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Gas Monitor Calibrations	$ 136.81
	5194	TG TECHNICAL SERVICE	INV-002911	06/05/2026	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	Gas Monitor Calibrations	$ 136.81
	5194	TG TECHNICAL SERVICE	INV-002911	06/05/2026	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Gas Monitor Calibrations	$ 136.80
CHECK TOTAL FOR CHECK NUMBER 196110										**$ 410.42**
196111; 06/12/2026; Outstanding; null										
	5257	NATHAN JONES	6.5.26	06/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 76.00
CHECK TOTAL FOR CHECK NUMBER 196111										**$ 76.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196112; 06/12/2026; Outstanding; null										
	5394	GALL'S INC	035295136	06/08/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 133.40
	5394	GALL'S INC	035243482	06/03/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 68.13
	5394	GALL'S INC	035247959	06/03/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 21.62
	5394	GALL'S INC	035273878	06/05/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 64.39
	5394	GALL'S INC	035273880	06/05/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 151.20
	5394	GALL'S INC	035308945	06/09/2026	FIRE		106-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 180.70
	5394	GALL'S INC	035164721	05/27/2026	POLICE		105-59014-501-000000	CLOTHING EXPENSES	Duty Belt	$ 33.00
CHECK TOTAL FOR CHECK NUMBER 196112										**$ 652.44**
196113; 06/12/2026; Outstanding; null										
	5598	CHILDRENS MERCY HOSPITALS & CL	MAY 2026	06/08/2026	POLICE		105-55044-501-000000	MISCELLANEOUS FEES	Lab Fees	$ 444.00
CHECK TOTAL FOR CHECK NUMBER 196113										**$ 444.00**
196114; 06/12/2026; Outstanding; null										
	5694	RUSSELL FRICK	752402	05/27/2026	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ROW Repair	$ 600.00
CHECK TOTAL FOR CHECK NUMBER 196114										**$ 600.00**
196115; 06/12/2026; Outstanding; null										
	5838	EXCELSIOR SPRINGS HOSPITAL	4724	06/03/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 212.02
CHECK TOTAL FOR CHECK NUMBER 196115										**$ 212.02**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196116; 06/12/2026; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	584187769	06/10/2026	PARKS & RECREATION		100-57012-483-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	584187769	06/10/2026	PARKS & RECREATION		465-57012-420-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 409.73
CHECK TOTAL FOR CHECK NUMBER 196116										**$ 819.45**
196117; 06/12/2026; Outstanding; null										
	5964	SYNERGY SERVICES INC	DV-MAY 2026	06/02/2026	FINANCE		100-20015-000-000000	DOMESTIC VIOLENCE SHELTER	May Court DV	$ 864.00
CHECK TOTAL FOR CHECK NUMBER 196117										**$ 864.00**
196118; 06/12/2026; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4502694	06/02/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	zenix supplies	$ 2,929.40
	6014	ZOLL MEDICAL CORPORATION	4503632	06/03/2026	FIRE		106-53001-302-000000	MEDICAL SUPPLIES	zoll zenix supplies	$ 3,999.00
CHECK TOTAL FOR CHECK NUMBER 196118										**$ 6,928.40**
196119; 06/12/2026; Cleared; 06/12/2026										
	6100	MOAZ PAVING, LLC	178	06/01/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Concrete - Cemco, Dock Street	$ 2,602.17
CHECK TOTAL FOR CHECK NUMBER 196119										**$ 2,602.17**
196120; 06/12/2026; Outstanding; null										
Mowing Week of 6.1.26	6136	RANDY KITCH	3835	06/02/2026	CEMETERY MNTCE-PO	Mowing Week of 6.1.26	247-57024-204-000000	MOWING CONTRACT	Cemetery Mowing Services 2026	$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 196120										**$ 2,310.00**
196121; 06/12/2026; Outstanding; null										
	6189	CALDWELL COUNTY DETENTION CTR	MAY 2026	06/09/2026	POLICE		105-55030-511-000000	PRISONER HOUSING EXPENSE	Prisoner Housing and Transport	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 196121										**$ 400.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196122; 06/12/2026; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	200813	06/08/2026	FIRE		106-57019-300-000000	BUILDING MAINTENANCE	Fire window cleaning	$ 80.00
CHECK TOTAL FOR CHECK NUMBER 196122										**$ 80.00**
196123; 06/12/2026; Outstanding; null										
	6213	RBE LAWN CARE LLC	12824	05/31/2026	PUBLIC WORKS		100-55041-203-000000	CONTRACT LABOR	Forced Mowing for May 2026	$ 4,075.00
CHECK TOTAL FOR CHECK NUMBER 196123										**$ 4,075.00**
196124; 06/12/2026; Outstanding; null										
	6296	INDEPENDENT DOOR & GATE OF MO	519195	06/02/2026	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Gate Repair	$ 129.16
	6296	INDEPENDENT DOOR & GATE OF MO	519195	06/02/2026	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	Gate Repair	$ 129.17
	6296	INDEPENDENT DOOR & GATE OF MO	519195	06/02/2026	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Gate Repair	$ 129.17
CHECK TOTAL FOR CHECK NUMBER 196124										**$ 387.50**
196125; 06/12/2026; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	15419	05/28/2026	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	Monthly Pest Control Service - May 2026	$ 43.00
CHECK TOTAL FOR CHECK NUMBER 196125										**$ 43.00**
196126; 06/12/2026; Outstanding; null										
	6358	DH PACE COMPANY INC	SVC/ 262-1055949	05/28/2026	PARKS & RECREATION		465-53008-420-000000	MAINTENANCE MATERIALS	Door part - CRL Offset Pivot	$ 45.00
CHECK TOTAL FOR CHECK NUMBER 196126										**$ 45.00**
196127; 06/12/2026; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN249880	06/08/2026	PARKS & RECREATION		465-53009-420-000000	CHEMICALS	Pool Chemical Order 6.8.26	$ 1,883.34
CHECK TOTAL FOR CHECK NUMBER 196127										**$ 1,883.34**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196128; 06/12/2026; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	83	06/01/2026	NONE		591-56000-902-000000	ELECTRIC	SOLAR SERVICES	$ 819.71
	6703	LIBERTY SOLAR, LLC	83	06/01/2026	NONE		461-56000-451-000000	ELECTRIC	SOLAR SERVICES	$ 2,881.96
	6703	LIBERTY SOLAR, LLC	83	06/01/2026	NONE		590-56000-802-000000	ELECTRIC	SOLAR SERVICES	$ 7,335.33
CHECK TOTAL FOR CHECK NUMBER 196128										**$ 11,037.00**
196129; 06/12/2026; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	70102	06/08/2026	FINANCE		590-55005-131-000000	LEGAL FEES	Legal Fees	$ 247.50
	7509	KAPKE & WILLERTH LLC	70102	06/08/2026	FINANCE		460-55005-400-000000	LEGAL FEES	Legal Fees	$ 67.50
	7509	KAPKE & WILLERTH LLC	70102	06/08/2026	FINANCE		100-55005-111-000000	LEGAL FEES	Legal Fees	$ 2,407.50
CHECK TOTAL FOR CHECK NUMBER 196129										**$ 2,722.50**
196130; 06/12/2026; Outstanding; null										
	7683	RICOH USA, INC	110069666	06/01/2026	FIRE		106-53031-300-000000	COPIER LEASE & USAGE	Fire copier lease	$ 137.89
CHECK TOTAL FOR CHECK NUMBER 196130										**$ 137.89**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196131; 06/12/2026; Outstanding; null										
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012026	05/23/2026	TECH & LOGISTICS		100-56007-170-000000	MOBILE PHONES	att - mobile phones (IT)	$ 101.10
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012026	05/23/2026	TECH & LOGISTICS		106-56007-300-000000	MOBILE PHONES	FIRE-ADMIN	$ 1,399.07
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012026	05/23/2026	TECH & LOGISTICS		106-56007-304-000000	MOBILE PHONES	FIRE-PREVENT	$ 100.15
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012026	05/23/2026	TECH & LOGISTICS		106-56007-303-000000	MOBILE PHONES	FIRE-TRAINING	$ 58.41
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012026	05/23/2026	TECH & LOGISTICS		106-56007-302-000000	MOBILE PHONES	FIRE(EMS)	$ 45.50
CHECK TOTAL FOR CHECK NUMBER 196131										**$ 1,704.23**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196132; 06/12/2026; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004723059	05/31/2026	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 602.36
	8397	REPUBLIC SERVICES #468	0468-004723160	05/31/2026	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 79.32
	8397	REPUBLIC SERVICES #468	0468-004723160	05/31/2026	UTILITIES		591-55041-902-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 79.31
	8397	REPUBLIC SERVICES #468	0468-004723160	05/31/2026	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 79.32
	8397	REPUBLIC SERVICES #468	0468-004723059	05/31/2026	UTILITIES		591-55044-902-000000	MISCELLANEOUS FEES	Dumpster Pickup Service	$ 2,693.60
	8397	REPUBLIC SERVICES #468	0468-004723059	05/31/2026	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 602.36
CHECK TOTAL FOR CHECK NUMBER 196132										**$ 4,136.27**
196133; 06/12/2026; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST505950	06/08/2026	PLANNING & DVLP		100-53031-201-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	$ 91.13
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST505950	06/08/2026	PLANNING & DVLP		100-53031-150-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	$ 91.13
CHECK TOTAL FOR CHECK NUMBER 196133										**$ 182.26**
196134; 06/12/2026; Outstanding; null										
	8654	CUNNINGHAM, VOGEL & ROST PC	71656	05/31/2026	FINANCE		600-55005-616-000000	LEGAL FEES	CID Legal Fees	$ 310.50
	8654	CUNNINGHAM, VOGEL & ROST PC	71582	04/30/2026	ADMINISTRATION		100-55005-111-000000	LEGAL FEES	Railroad Contract Dispute Legal Fees	$ 59,850.93
CHECK TOTAL FOR CHECK NUMBER 196134										**$ 60,161.43**
196135; 06/12/2026; Outstanding; null										
	8799	CORE & MAIN LP	Z020511	05/26/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 872.40
CHECK TOTAL FOR CHECK NUMBER 196135										**$ 872.40**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196136; 06/12/2026; Outstanding; null										
	8873	J & A TRAFFIC PRODUCTS INC	42239	05/21/2026	PUBLIC WORKS		351-57036-201-000000	STREET SIGNS	Sign Material	$ 180.00
CHECK TOTAL FOR CHECK NUMBER 196136										**$ 180.00**
196137; 06/12/2026; Outstanding; null										
	8901	THE WORK ZONE INC	76230	05/18/2026	PUBLIC WORKS		351-57036-201-000000	STREET SIGNS	ST Sign Materials	$ 109.50
CHECK TOTAL FOR CHECK NUMBER 196137										**$ 109.50**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196138; 06/12/2026; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		591-56007-902-000000	MOBILE PHONES	WASTEWATER-TREAT	$ 311.48
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		460-56007-400-000000	MOBILE PHONES	PARKS-ADMIN	$ 307.88
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		106-56007-302-000000	MOBILE PHONES	FIRE(EMS)	$ 400.20
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		105-57018-511-000000	MISC EQUIPMENT MAINT	PD	$ 80.02
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		100-56007-170-000000	MOBILE PHONES	verizon - IT	$ 3,419.90
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		461-56007-451-000000	MOBILE PHONES	PARKS-SPORTS	$ 435.78
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		460-56007-403-000000	MOBILE PHONES	PARKS-MAINT	$ 76.22
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		465-56007-420-000000	MOBILE PHONES	PARKS-LCC	$ 153.44
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		100-56007-480-000000	MOBILE PHONES	PARKS-COM SVC	$ 38.61

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196138; 06/12/2026; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		591-56007-901-000000	MOBILE PHONES	WASTEWATER-MAINT	$ 1,358.94
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		591-56007-131-000000	MOBILE PHONES	UTILITIES/ WASTEWATER-UTIL BILLING	$ 419.71
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		591-56007-903-000000	MOBILE PHONES	WASTEWATER-ADMIN	$ 76.25
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		100-56007-482-000000	MOBILE PHONES	PARKS-TRANS	$ 193.05
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		590-56007-802-000000	MOBILE PHONES	WATER-SUPPLY	$ 405.71
Split across accounts according to the attached breakdown	8933	VERIZON	6143190073	05/09/2026	TECH & LOGISTICS		590-56007-803-000000	MOBILE PHONES	WATER SUPPLY ADMIN	$ 37.61
CHECK TOTAL FOR CHECK NUMBER 196138										**$ 7,714.80**
196139; 06/12/2026; Outstanding; null										
	999999	Cloud Nine Aerial Arts LLC	2758725	06/01/2026	PARKS & RECREATION		465-20006-000-000000	RECTRAC REFUNDS NOW	Return of remaining Security balance	$ 1,082.50
CHECK TOTAL FOR CHECK NUMBER 196139										**$ 1,082.50**
196140; 06/12/2026; Outstanding; null										
	999999	Stars Unlimited Dance & Gymnas	2758778	06/01/2026	PARKS & RECREATION		465-20006-000-000000	RECTRAC REFUNDS NOW	Return of remaining Security balance	$ 981.25
CHECK TOTAL FOR CHECK NUMBER 196140										**$ 981.25**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196141; 06/12/2026; Outstanding; null										
	999999	Jennifer Benda	2759883	06/02/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Unable to attend	$ 170.00
CHECK TOTAL FOR CHECK NUMBER 196141										**$ 170.00**
196142; 06/12/2026; Outstanding; null										
	999999	Bridgette Beck	2759887	06/02/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Did not play	$ 248.00
CHECK TOTAL FOR CHECK NUMBER 196142										**$ 248.00**
196143; 06/12/2026; Outstanding; null										
	999999	Tiphanie Embry	2760010	06/02/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Claims membership should have been cancelled several months ago..no proof..gave 3 months	$ 129.75
CHECK TOTAL FOR CHECK NUMBER 196143										**$ 129.75**
196144; 06/12/2026; Outstanding; null										
	999999	Jennifer Wettstein	2762915	06/05/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Won certificate for 50% off	$ 82.50
CHECK TOTAL FOR CHECK NUMBER 196144										**$ 82.50**
196145; 06/12/2026; Outstanding; null										
	999999	Rachel Robinson	2762920	06/05/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Unable to participate/ medical	$ 145.00
CHECK TOTAL FOR CHECK NUMBER 196145										**$ 145.00**
196146; 06/12/2026; Outstanding; null										
	999999	Lisa Browning	2764949	06/08/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Mad Science Camp Refund	$ 135.00
CHECK TOTAL FOR CHECK NUMBER 196146										**$ 135.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196147; 06/12/2026; Outstanding; null										
	999999	Sophia Elliott	2765042	06/08/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Mad Science Camp Refund	$ 135.00
CHECK TOTAL FOR CHECK NUMBER 196147										**$ 135.00**
196148; 06/12/2026; Outstanding; null										
	999999	Nina Jarrett	2765694	06/09/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Children were deemed unable to participate in swim team & membership was for kids to practice	$ 438.75
CHECK TOTAL FOR CHECK NUMBER 196148										**$ 438.75**
196149; 06/12/2026; Outstanding; null										
101_0229000_007 Utility Billing Refund	999999	KIM ROBINSON	U1010229000007A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196149										**$ 150.00**
196150; 06/12/2026; Outstanding; null										
101_0276000_009 Utility Billing Refund	999999	JOYCE BEEKS	U1010276000009A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196150										**$ 150.00**
196151; 06/12/2026; Outstanding; null										
127_0304500_001 Utility Billing Refund	999999	JOHN & SANDRA HEDGES	U1270304500001A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196151										**$ 150.00**
196152; 06/12/2026; Outstanding; null										
204_0431000_024 Utility Billing Refund	999999	JENNA GREENWOOD & JULIE	U2040431000024A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196152										**$ 150.00**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196153; 06/12/2026; Outstanding; null										
204_0501000_015 Utility Billing Refund	999999	GRACE PUTNAM&DAMION	U2040501000015A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 29.85
CHECK TOTAL FOR CHECK NUMBER 196153										**$ 29.85**
196154; 06/12/2026; Outstanding; null										
206_0107000_002 Utility Billing Refund	999999	WESLEY STEIMEL	U2060107000002A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196154										**$ 150.00**
196155; 06/12/2026; Outstanding; null										
206_0171000_005 Utility Billing Refund	999999	LUKE DAVIS/ NICHOLAS STACY	U2060171000005A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196155										**$ 150.00**
196156; 06/12/2026; Outstanding; null										
220_0445000_006 Utility Billing Refund	999999	CHARLENE MORRIS	U2200445000006A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196156										**$ 150.00**
196157; 06/12/2026; Outstanding; null										
221_0340000_015 Utility Billing Refund	999999	ZACHARY HOLDEN & MATTI	U2210340000015A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196157										**$ 150.00**
196158; 06/12/2026; Outstanding; null										
221_0434100_001 Utility Billing Refund	999999	LANCE HUEBNER@@@@@@@@@@@@	U2210434100001A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 174.33
CHECK TOTAL FOR CHECK NUMBER 196158										**$ 174.33**
196159; 06/12/2026; Outstanding; null										
233_0002000_027 Utility Billing Refund	999999	HOLTHOUSE PROPERTIES	U2330002000027A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196159										**$ 150.00**

**Voided checks present and it may affect total amount calculations

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
196160; 06/12/2026; Outstanding; null										
233_0015000_020 Utility Billing Refund	999999	DAITON LOVE/ BREANNA	U2330015000020A	06/04/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 196160										**$ 150.00**
196161; 06/12/2026; Outstanding; null										
Reimburse Travel	980	DOUGLAS WILSON	5.19 - 5.22 EXP	05/22/2026	FINANCE	Hold for P/U	100-54000-116-000000	TRAINING TRAVEL	Reimb Travel (Hotel)	$ 383.37
CHECK TOTAL FOR CHECK NUMBER 196161										**$ 383.37**
196162; 06/12/2026; Outstanding; null										
	1173	TREVEN CROWLEY	SAFETY GLASSES	06/09/2026	FINANCE		591-59015-901-000000	PROTECTIVE CLOTHING	Safety Glasses 50%	$ 100.00
	1173	TREVEN CROWLEY	SAFETY GLASSES	06/09/2026	FINANCE		590-59015-801-000000	PROTECTIVE CLOTHING	Safety Glasses 50%	$ 100.00
CHECK TOTAL FOR CHECK NUMBER 196162										**$ 200.00**
196163; 06/12/2026; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	SUMMER 4-BB/SB	06/08/2026	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2026 Youth and Adult Sports Officiating Services	$ 130.00
CHECK TOTAL FOR CHECK NUMBER 196163										**$ 130.00**
Grand Total:										**$ 1,140,543.36**

Notes :
(a) Negative numbers are displayed in parentheses.
(b) The filter parameters selected at the time of report submission are printed in the header section.
(c) **Voided checks present and it may affect total amount calculations.

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026
A/R No.: 2026-261

Department: Administration **Submitted By:**

Subject: Ordinance excluding Screen Vision Media payments

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: Line Item:	Amount: Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:
None

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026

A/R No.: 2026-213

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: Ordinance approving a contract with Campione Interior Solutions for lower-level flooring replacement (epoxy chip system) at the Liberty Community Center in an amount not to exceed $33,500.00

Summary:

- The Liberty Community Center opened in February 1992 and underwent an expansion in 2003.
- The lower level hallway vinyl composition tile (VCT) was installed during the 2003 expansion. Flooring in the adjacent lower level vestibule and former concession area (now fitness center space) is original to the building.
- The lower level hallway between the Gymnasium and Weight Room is a high-traffic area of the Liberty Community Center.
- Over the past several years, the VCT flooring in the lower-level hallway and former concession area has exhibited significant wear and persistent staining. These issues remain despite annual stripping and waxing of the floors. The hallway adjacent to the vestibule flooring is finished concrete with significant scratching and wear patterns.
- Replacing the existing VCT flooring with an epoxy chip system will eliminate the recurring costs of annual stripping and waxing. This upgrade enhances facility safety with a slip-resistant surface and offers durability superior to VCT flooring against scratches and stains, while providing a modern, decorative finish.
- A Request for Proposal (RFP) was issued for the removal of existing VCT flooring in the Liberty Community Center lower level hallway and installation of a high-performance epoxy chip system. Alternate bids were requested to include the adjacent lower level vestibule and former lower level concession area. To ensure competitive bidding, the RFP was distributed to 3 regional vendors, posted on the City's website, and advertised via a legal notice in the Courier-Tribune.
- Proposals were received from 3 vendors, with Campione Interior Solutions submitting the lowest bid.
- The project will be funded using local use tax revenues "one-time" funds.
- Staff recommends an ordinance approving a contract with Campione Interior Solutions for the removal of existing VCT flooring areas in the Liberty Community Center lower level and installation of a high-performance epoxy chip system in the lower level hallway, adjacent lower level vestibule, and former lower level concession area for an amount not to exceed $33,500.00.

Background:

The 2003 vinyl composition tile (VCT), 1992 original flooring, and adjacent finished concrete show severe wear, deep scratches, and persistent stains. These aesthetic and structural issues remain visible despite annual stripping and waxing. The high-traffic lower-level hallway between the Gymnasium and Weight Room continues to deteriorate under heavy daily use.

Replacing the existing flooring with an epoxy chip system eliminates the recurring maintenance costs of annual stripping and waxing. This durable upgrade enhances facility safety with a slip-

resistant surface that resists future scratches and stains. Additionally, the new system provides a modern, decorative finish that revitalizes the high-use fitness space.

The City issued a Request for Proposal (RFP) to remove the existing vinyl composition tile (VCT) flooring in the Liberty Community Center's lower-level hallway and install a high-performance epoxy chip system. The RFP included alternate bid options for the adjacent lower-level vestibule and the former lower-level concession area. To solicit bids, the City advertised the RFP in the *Courier-Tribune*, posted it on the City website, and contacted three regional vendors directly. This outreach yielded three formal proposals:

Campione Interior Solutions:
Base Bid (Hallway - 1,130 sq. ft.): $25,000.00 (Lowest)
Alternate #1 (Vestibule — 300 sq. ft.): $6,500.00
Alternate #2 (Concession — 72 sq. ft.): $2,000.00 (Lowest)
Total Project Cost: $33,500.00 (Lowest Total)

The Wilson Group, Inc.:
Base Bid (Hallway - 1,130 sq. ft.): $26,720.00
Alternate #1 (Vestibule — 300 sq. ft.): $6,346.00 (Lowest)
Alternate #2 (Concession — 72 sq. ft.): $3,174.00
Total Project Cost: $36,240.00

Zipco Contracting Inc.:
Base Bid (Hallway - 1,130 sq. ft.): $31,682.00
Alternate #1 (Vestibule — 300 sq. ft.): $9,220.00
Alternate #2 (Concession — 72 sq. ft.): $2,865.00
Total Project Cost: $43,767.00

The RFP specified the project may commence on September 8, 2026, with all work to be completed no later than September 13, 2026, aligning with the Liberty Community Center annual maintenance week.

Staff recommends an ordinance approving a contract with Campione Interior Solutions for the removal of existing VCT flooring areas in the Liberty Community Center lower level and installation of a high-performance epoxy chip system in the lower level hallway, adjacent lower level vestibule, and former lower level concession area for an amount not to exceed $33,500.00. The contract includes a one-year warranty.

Previous Action (if applicable):

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 6-4-2026

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Financial Considerations:

	Budgeted:	Line Item: Line Item:	Amount: Amount:
		Revenue Line (if applicable):	Amount:
x	**Non-**	Line Item: 350-70014-400-000000	Amount: $33,500.00

Budgeted	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - PK26-30 LCC Lower Level Flooring Renovation
2. Campione Interior Solutions LCC - Epoxy - EXECUTED CONTRACT 20260605

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH CAMPIONE INTERIOR SOLUTIONS FOR LOWER-LEVEL FLOORING REPLACEMENT (EPOXY CHIP SYSTEM) AT THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED $33,500.00

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Campione Interior Solutions, LLC, 103 W 26th Ave., Suite 100, North Kansas City, MO 64116 in an amount not exceed THIRTY THREE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($33,500.00) for the removal of existing surface, surface preparation, and complete resurfacing of the Liberty Community Center Lower Level Flooring Project, a copy of said contract being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the City Administrator to sign the contract described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

You're free to play

Liberty missouri

CONTRACT FOR SERVICES

Liberty Community Center Lower Level Flooring Renovation Project

GUARANTEED PRICING AGREEMENT WITH CAMPIONE INTERIOR SOLUTIONS FOR THE REMOVAL OF EXISTING VCT FLOORING AREAS IN THE LIBERTY COMMUNITY CENTER LOWER LEVAL AND INSTALLATION OF A HIGH-PERFORMANCE EPOXY CHIP SYSTEMIN THE LOWER LEVEL HALLWAY, ADJACENT LOWER LEVEL VESTIBULE, AND FORMER LOWER LEVEL CONCESSION AREA

Agreement made this **22nd day of June, 2026**, between Campione Interior Solutions, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 103 W 26th Avenue, Suite 100, North Kansas City, MO 64116, hereafter referred to as the Contractor, and Mayor, Councilmen, and Citizens of the City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract approved on **June 22, 2026** and is effective as of **June 22, 2026** and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in **Project PK26-30** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work

as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
CONTRACT TERM

This agreement is for the removal of existing VCT flooring areas in the Liberty Community Center lower level and installation of a high-performance epoxy chip system in the lower level hallway, adjacent lower level vestibule, and former lower level concession area according to project specifications scope of work in Appendix A. Project may begin September 8, 2026 and be completed no later than September 13, 2026.

The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in an amount not to exceed $33,500.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VII.

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the City, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the

Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V
BID BOND

A bid bond or certified check from a surety or bank, acceptable to the City of Liberty, in the amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (30) days after the date of opening of bids.

ARTICLE VI
INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VII
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day ($)
From More Than ($)	To and Including ($)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VIII
RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting

vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

FORCE MAJEURE

Neither the City nor Contractor shall be in breach of this Contract, failure or inability to provide any facility or service at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

ARTICLE IX
TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE X
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion.

Contactor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI
NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

The Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by the contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Contract. The Contractor shall also require all subcontractors under the Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to the Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon the City's receipt of notification from MoDOLIR of violations of 292.675 by the

Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

ARTICLE XII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIII
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

***Note*: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars ($100,000.00) or (2) Contractor employees fewer than ten (10) employees.**

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting "to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel."

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Liberty.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor's rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: _____
[signature]

_____
Print Name

Its: _____

ARTICLE XIV
INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the General Terms and Conditions Appendix B.

ARTICLE XV
CONTRACT DOCUMENTS

The documents listed in below are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the General Terms and Conditions Appendix B.

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)
- Debarment and Suspension Form (Appendix C)
- Federal Work Authorization Affidavit (Appendix D)
- Exhibits to this Agreement (enumerated as follows):
  - Contractor's Proposal (Exhibit A) (See Attached)

ARTICLE XVI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

OWNER: **City of Liberty, Missouri**	CONTRACTOR: **Campione Interior Soltuions**
_____	_____
Signature	Signature
By: _____	By: William H. Dalton III
Title: _____	Title: Managing Director
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: Estimator
Address for giving notices: City of Liberty, MO - Parks & Rec Department 1600 S. Withers Rd. Liberty, MO 64068	Address for giving notices: Campione Interior Solutions 103 W. 26th Avenue, Suite 100 North Kansas City, MO 64116 Liberty Business License No.: In Process

Appendix A
Scope of Work and Special Provisions
PK26-30 Liberty Community Center Outdoor Lower Level Flooring Renovation Project

Project includes the for the removal of existing VCT flooring areas in the Liberty Community Center lower level and installation of a high-performance epoxy chip system in the lower level hallway, adjacent lower level vestibule, and former lower level concession area.

Scope of Work

- **Remove all existing VCT tile and rubber base.**
- **Remove all existing adhesive/mastic from the concrete.**
- **Dispose of all debris, VCT, and adhesives.**
- **Surface preparation**
    - **Grind, score or etch the concrete floor to achieve a uniform profile throughout the concrete surface.**
    - **Thoroughly clean the concrete floor surface of any mastic, dirt, debris and contaminants from the concrete surface.**
    - **Fill all cracks and holes with an epoxy-compatible patching compound and grind flush.**
    - **Perform a moisture test to ensure the slab is dry enough prior to epoxy installation (show a reading under 3lbs per 1,000 sq ft or under 75% RH)**
- **Furnish and install epoxy chip system.**
- **Furnish and install 5" integral epoxy cove base.**
- **All labor, materials, and any clean-up associated with the re-surfacing work.**

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

All bid/quote/RFQ/RFP respondents are expected to comply with City of Liberty Standard Contract Terms and Conditions. Submission of a response to this proposal constitutes acceptance of these standard terms and conditions.

A. *Procedures*
The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City or authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City will designate an authorized representative in writing. Both the City and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*
Award of this contract is anticipated in June, with final work completed by the time specified under Article II, Time of Commencement and Completion.

C. *Contract Type*
The City is a municipality and the City and the Contractor acknowledge and agree that this agreement constitutes a "Public Works Contract" as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, the City and the Contractor agree that the provisions contained in this contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. The City and the Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.

D. *Changes.*
No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

E. *Insurance*

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Contractor, its agents, representatives, employees or subcontractors. The City of Liberty shall be included as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date. Nothing in this requirement is or shall be deemed a waiver of the City's sovereign immunity.

1. Comprehensive General Liability:
   - Minimum Limits - $2,000,000 per occurrence and $3,370,137 aggregate

2. Comprehensive Automobile Liability:
   - Minimum $3,370,137 combined single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:
   - Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.

4. Employers' Liability:
   - $1,000,000 each employee, $1,000,000 each accident and $1,000,000 policy limit

F. Exemption from Taxes

The City of Liberty is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

G. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

H. *Invoicing and Payment*
The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the schedule agreed upon during final negotiations, with proper attachments documenting work performed, fees applied, etc.

I. *Cancellation*
The City reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. *Contractual Disputes*
The Contractor shall give written notice to the City of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The City's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and venue for any dispute shall be within the State of Missouri.

K. *Severability*
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

L. *Applicable Laws*
This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Liberty codes.

M. *Drug/Crime Free Work Place*
The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Liberty property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Liberty in addition to any criminal penalties that may result from such conduct.

N. *Inspection*
At the conclusion of the work, the Contractor shall demonstrate to the City or their authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warrantees shall be issued at point of final acceptance by the City.

O. *No Escalation of Fees*
The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

P. *Permits*
The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

Q. *Release of Information*
Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. *Nondisclosure.*
The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Appendix C: Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

William H. Dunn III, Managing Director

Typed Name & Title of Authorized Representative

06-05-2026

Signature of Authorized Representative Date

Appendix D

Federal Work Authorization Affidavit

STATE OF MISSOURI
COUNTY OF Clay

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY:
A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority, personally appeared William H Dunn III, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is William H. Dunn III and I am currently the Managing Director (Title) of Capstone Interior Solutions hereinafter "Contractor", whose business address is 103 W. 26th Avenue, Suite 100, North Kansas City, MO 64116, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK26-30, Liberty Community Center Lower Level Flooring Renovation Project.**

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

(SIGNATURE)

William H. Durant III
[printed name], Affiant

Subscribed and sworn to before me this 5 day of June, 20 26

Penni M Frick
Notary Public State of Missouri

My Commission Expires: 7-25-2028
Commissioned in Clay County
Commission #: 01402217

PENNI M FRICK
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: July 25, 2028
Commission Number: 01402217

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.

APPENDIX A
Scope of Work and Special Provisions
Liberty Community Center Lower Level Flooring Renovation Project.

Scope of Work

- **Remove all existing VCT tile and rubber base.**
- **Remove all existing adhesive/mastic from the concrete.**
- **Dispose of all debris, VCT, and adhesives.**
- **Surface preparation**
  - **Grind, score or etch the concrete floor to achieve a uniform profile throughout the concrete surface.**
  - **Thoroughly clean the concrete floor surface of any mastic, dirt, debris and contaminants from the concrete surface.**
  - **Fill all cracks and holes with an epoxy-compatible patching compound and grind flush.**
  - **Perform a moisture test to ensure the slab is dry enough prior to epoxy installation (show a reading under 3lbs per 1,000 sq ft or under 75% RH)**
- **Furnish and install epoxy chip system.**
- **Furnish and install 5" integral epoxy cove base.**
- **All labor, materials, and any clean-up associated with the re-surfacing work.**

BASE BID PROJECT COST (Project includes the removal of existing VCT tile and rubber base, concrete surface preparation, and installation of epoxy chip system and cove base in the lower level hallway of the Liberty Community Center according to project specifications. The area is approximately 1,130 sq. ft.; please schedule an appointment for exact measurements.)

$ 25,000.00

ALTERNATE No. 1 BID PROJECT COST (Project includes the removal of existing rubber base, concrete surface preparation, and installation of epoxy chip system and cove base in the lower level vestibule of the Liberty Community Center according to project specifications. The area is approximately 300 sq. ft.; please schedule an appointment for exact measurements.

$ 6,500.00

ALTERNATE No. 2 BID PROJECT COST (Project includes the removal of existing VCT tile and rubber base, concrete surface preparation, and installation of epoxy chip system and cove base in the lower level concession area of the Liberty Community Center

according to project specifications. The area is approximately 72.; please schedule an appointment for exact measurements.)

$ 2,000.00

PLEASE PROVIDE YOUR PROJECT SCHEDULE AND COMPLETION DATE (**NOTE: PROJECT MAY BEGIN SEPTEMBER 8, 2026 AND BE COMPLETED NO LATER THAN SEPTEMBER 13, 2026**): 9/8 THRU 9/13

PLEASE LIST THE WARRANTY: 1 Year

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026

A/R No.: 2026-219

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant Director Parks

Subject:

Ordinance approving a six-year lease agreement with First Western Equipment Finance for a TLM Pro X Field Painter in an annual amount not to exceed $8,347.42

Summary:

- Staff recommends modernizing specialized parks maintenance operations by authorizing a six-year open-end lease agreement with First Western Equipment Finance for a TinyMobileRobots TinyLineMarker (TLM) Pro X autonomous field painter.
- This advanced robotic technology addresses critical labor shortages and reduces operational expenses, costing the City $8,347.42 annually.
- The Parks Department will lease the new equipment and retire an older manual field painter.
- This lease agreement may be terminated at any time without penalty.
- Year 1 – 6 annual cost of $8,347.42
- Total cost of the 6-year lease is $50,084.52

Background:

It is a goal of the Parks department to develop and incorporate an equipment replacement and modernization program for its ever-aging field maintenance assets. The annual lease cost will be shared by tourism to cover painting for special events.

Traditional field marking is highly manual, labor-intensive, and prone to measurement errors. Implementing the TinyMobileRobots TLM Pro X autonomous painter bridges these gaps while optimizing City resources and budget dollars. Rather than a large capital budget outlay, the City will utilize a six-year open-end lease as the funding mechanism to acquire the equipment. The $8,347.42 annual payment allows the City to acquire advanced technology immediately while maintaining financial flexibility.

An open-end lease means there are no early termination or abnormal wear and tear penalties. The City receives flexibility of ownership, as well as net equity from the sale at the time of disposal. Operating under a structured replacement plan lowers ongoing repair expenses and reduces operational downtime compared to legacy equipment.

The autonomous painter automates the field-marking process and parking lot striping and logo painting, freeing up valuable staff hours to focus on other critical park maintenance tasks. The unit uses high-precision GPS to paint sports fields accurately.

This eliminates manual measurement errors and significantly reduces paint waste. The unit can also be used to paint custom graphics and logos which are of interest to other city departments.

Previous Action (if applicable):

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
X	Other: Park Board	Completed/Recommended: 6-04-2026

Financial Considerations:

X	**Budgeted:**	Line Item: 461-53003-451-000000 244-59026-113-000000	Amount: $4,347.42 $4,000.00
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:

1. Ordinance First Western Equipment Finance
2. City of Liberty-14179401MS.doc (1)
3. First Western Equip Finance Lease_Agreement_-_City_of_Liberty SIGNED

DOCUMENT NO. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A SIX-YEAR LEASE AGREEMENT WITH FIRST WESTERN EQUIPMENT FINANCE FOR A TLM PRO X FIELD PAINTER IN AN ANNUAL AMOUNT NOT TO EXCEED $8,347.42

WHEREAS, the Parks Department has developed an Equipment Replacement and Modernization Program for its ever-aging field maintenance assets; and

WHEREAS, this lease agreement will allow the City to acquire much needed new maintenance equipment without a large capital budget outlay; therefore

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri hereby approves six-year lease agreement by and between the City of Liberty and First Western Equipment Finance, 100 Prairie Center Drive, Eden Prairie, MN, 55344 in an annual amount not to exceed EIGHT THOUSAND THREE HUNDRED FORTY-SEVEN DOLLARS AND 42/100 ($8,347.42) a copy of said lease agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council hereby authorizes BJ Staab, Director of Parks and Recreation, to execute the lease agreement described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED by the City Council this ____ day of _____, 2026.

_____
Greg Canuteson, MAYOR

ATTEST:

_____
Deputy City Clerk

ORDINANCE NO._____(CONT.)

APPROVED by the Mayor this ____ day of _____, 2026.

_____
Greg Canuteson, MAYOR

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

a Division of First Western Bank & Trust
100 Prairie Center Drive
Eden Prairie, MN 55344

Date: May 13, 2026

City of Liberty
101 E. Kansas St.
Liberty, MO 64068

RE: Document Checklist for Agreement No. **14179401MS**
For the Equipment being acquired through: **TinyMobileRobots US LLC**

It is my pleasure to provide the documents for your recent approval. The contents of this DocuSign® package include:

- **Insurance Requirements**: A Certificate of Insurance for the value of the Equipment naming First Western Bank & Trust, DBA First Western Equipment Finance as "Loss Payee" on your Property Insurance and "Additional Insured" on your Liability Insurance and Certificate Holder.
  You must make an initial call to notify your agent to add this equipment to your policy; we will gladly follow up to obtain the certificate on your behalf

  Insurance Agent's Name: CBIZ Ins. Svcs Inc.
  Agent's Phone #: 8169455500 Fax # _____
  Agent's Email Address: info@cbiz.com
  Name of Insurance Company: Travelers Indemnity Company of CT
  Policy #: 8108R114795TCT25

- **Lease Agreement** – please have **Authorized Signer with Title** sign as directed.
- **U.S. Patriot Act** – Complete as indicated.
- **Lease Domicile Addendum** – please complete as indicated.
- **Non-Appropriations Clause** – please complete as indicated.
- **Prefunding Agreement** – please complete as indicated.
- **Payment Schedule** – please complete as indicated
- **Payment Withdrawal Form** – The last page of the document set, Authorization for Automatic Payment Withdrawal, **needs to be completed for the upfront payment.** You can then choose to continue making payments electronically or request monthly invoices. If you choose to submit a check, please note that the check will be processed electronically using the information provided.
- **Accounts Payable Form** – please complete as indicated.

If you have any questions, please contact me direct (888) 705-0567 or melissa.leucafiranek@firstwesternef.com.
We appreciate this opportunity to serve you!

Regards,
Melissa LeucaFiranek
Account Manager

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

First Western Equipment Finance
Financing Made Simple.

Lessee: **City of Liberty**

101 E. Kansas St.

Liberty, MO 64068

LEASE AGREEMENT
#: 14179401MS

a division of First Western Bank & Trust
100 Prairie Center Drive
Eden Prairie, MN 55344
P #: (800) 288-5088 F #: (800) 288-4959

Rev. 8/23/2023

EQUIPMENT DESCRIPTION: (1) TinyMobileRobots TLM Pro X And Accessories
EQUIPMENT LOCATION: 101 E. Kansas St. Liberty, MO 64068
SELLER: TinyMobileRobots US LLC

Term:	72	**Base Payment Amount:**	$8,347.42	**Advance Payment(s):**	$8,347.42
Number of Payments:	6	**Applicable Sales/Use Taxes:**	Exempt	**Documentation Fee:**	$175.00
Payments to be Made:	Annual	**Total Payment:**	$8,347.42		
PURCHASE OPTION:	$1 Buy Out			**Total Due in Advance:**	**$8,522.42**

ADDITIONAL PROVISIONS: See Equipment supplier's invoice for Equipment information

Lease Agreement and Fees: You (the Lessee specified above) want to acquire the above Equipment from Seller. You want Us, First Western Equipment Finance A Division of **First Western Bank & Trust** ("Lessor", "We", "Our") to buy the Equipment and then lease it to You. This Lease Agreement ("Lease") will begin on the date the Lease is accepted by Us. You and We are making this Lease at the Lessor's Headquarter Address. You will make all Payments to the Payment Address below or other address that We may designate in writing. By signing this Lease, You have accepted the delivered Equipment, (or You have completed an alternate form provided by Us, certifying acceptance of the delivered Equipment). We may charge You a reasonable Documentation Fee to cover Our documentation and investigation costs. This Lease is **NON-CANCELABLE FOR THE ENTIRE LEASE TERM. YOU UNDERSTAND THAT WE ARE BUYING THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF THE EQUIPMENT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS LEASE, WITHOUT SETOFFS, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT YOUR FAULT.** If any amount of a payment payable to Us is not paid when due, We may charge You a late fee equal to 15% of the payment due, plus any collection fee and expenses. You agree to pay Us a bad check charge of $30.00 per Item. **No Warranty**: We are leasing the Equipment to You "**AS IS".** We do not manufacture the Equipment and are not related to the Seller or manufacturer, nor do We have any agency, joint venture or partnership relationship with the Seller or the Manufacturer. You selected the Equipment and the Seller, based on Your own judgment. You may contact the Seller for a statement of the warranties, if any, that the Seller or manufacturer is providing. We hereby assign to You the warranties given to Us, if any. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS LEASE.** You agree to settle any dispute You may have regarding performance of the Equipment directly with the manufacturer or Seller. **Equipment Use and Repair: YOU AGREE THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES**. You are responsible for keeping the Equipment in good working order. Except for normal wear and tear, You are responsible for any damage or loss to the Equipment. You agree to hold us harmless, indemnify (pay or reimburse) and defend Us against all claims , liabilities, losses, suits, proceedings, damages, costs (including reasonable legal fees) relating to this Lease including but not limited to claims for death and injury to persons and claims for property damage. This duty to indemnify shall survive the termination of this Lease. The primary domicile of the equipment ("Equipment Location") is stated above. We may inspect the Equipment and/or receive a report from You as to the current location upon our request. **At End of Lease Term**: If You have not defaulted under this Lease, You will: a) purchase the Equipment from Us, **"AS IS, WHERE IS",** for the Purchase Option or b) **Surrender** the Equipment to Us. This Lease will automatically renew at the Base Payment Amount until the Equipment is purchased from Us or is surrendered to Us. **Equipment Surrender**: At the End of Lease Term, if You have not purchased the Equipment, or if demanded by Us in the event of Your Default, You will deliver the Equipment (at your expense) to a location designated by Us in Average Saleable Condition, which means the Equipment is immediately available for use by another lessee or user without the need of any repair. You also agree to reimburse Us on demand for repair costs to bring the Equipment into an Average Saleable Condition. **Non-Cancelable:** This is a non-cancelable agreement and may not be canceled by You for any reason whatsoever. You may only prepay by remitting all remaining current and future payments due on the Agreement (in addition to all other accrued and unpaid charges owing). **Ownership, Title and UCC'S:** Except for any software covered by this Lease We are the owner of the Equipment and have title to it. **WE MAY FILE ON YOUR BEHALF, AND AT YOUR COST, UNIFORM COMMERCIAL CODE (UCC) FINANCING STATEMENT(S) TO SHOW OUR INTEREST IN THE EQUIPMENT**. **Loss and Insurance:** You will, for as long as We own the Equipment, maintain property insurance on the Equipment fully insuring against all risks of loss and will maintain a general public liability insurance policy covering the Equipment and its use with coverages acceptable to Us. You will name Us as loss payee and an additional named insured and provide Us with evidence of this insurance. If You do not provide property insurance, We may, at our option, attempt to obtain property insurance to protect our interests. In connection with Us obtaining property insurance, You will pay us an increase in the Base Payment Amount to recover our costs plus a one time fee of $ 95.00. **Taxes:** You agree that You will pay or reimburse us when due all taxes, including but not limited to personal property taxes, relating to this Lease and the Equipment. **Default:** If You do not pay any sum by its due date, or You breach any other term of this Lease or any other agreement with Us, then You will be in default of this Lease. If You default, We may require that You pay 1) all past due amounts under this Lease, and 2) declare immediately due and payable the entire unpaid balance owed under this Lease, together with accrued interest thereon, the same thereupon be immediately due and payable without demand or notice of any kind, all of which are expressly waived by You . Upon a default, We may, without limiting Our other remedies hereunder or by law, also choose to repossess the Equipment. If We do not choose to repossess the Equipment, You will also pay to Us our booked residual value for the Equipment as determined in Our sole discretion. We can also use any and all remedies available to Us under the UCC or any other law. You agree to pay all the costs and expenses, including, but not limited to, attorney's fees, Equipment repossession costs, Equipment storage costs, costs of refurbishing Equipment, and insurance costs. We incur in any enforcement through legal proceedings or otherwise, and in any dispute related to this Lease or the Equipment. You also agree to pay interest on all past due amounts, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest lawful rate. **Assignment: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE**. We may sell, assign or transfer this Lease or our rights in the Equipment and the new owner will have our rights, but it will not be subject to any claim, defense or set-off that You assert against Us or any other party. **Miscellaneous:** You agree that this Lease is the entire agreement between You and Us regarding the lease of the Equipment and supersedes any purchase order You issue. Any change must be in writing and signed by each party. Notice, if required, will be sent to you at the above address. We may accept an electronic or PDF copy of this Lease as an original. **Venue: THIS LEASE AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF MINNESOTA UPON SIGNING BY THE LESSOR AND WILL BE GOVERNED AND CONSTRUED BY IN ACCORDANCE WITH MINNESOTA LAW. YOU EXPRESSLY CONSENT TO JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN THE STATE OF MINNESOTA AND WAIVE RIGHT TO TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS LEASE AGREEMENT OR THE EQUIPMENT. YOU WAIVE RIGHT OF DEFENSE OF INCONVENIENT FORUM.. SERVICE OF PROCESS SHALL BE DEEMED SUFFICIENTLY MADE ON YOU BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO YOUR BILLING ADDRESS SET FORTH ABOVE. THIS LEASE IS NON-CANCELABLE FOR THE FULL LEASE TERM. The signer below covenants that he or she has the authority to sign this Lease Agreement on behalf of the Lessee. Miscellaneous: You authorize us and our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates on a "need to know" basis and to credit reporting agencies, our assignees and potential assignees, and other parties having an economic interest in this agreement or the Equipment.**

Do not write in this space		**Lessee:**	**City of Liberty**
Lessor:	Date	**By/Title**	**X** Signed by: Benjamin J. Staab 66025413B51F0448... / Liberty Parks &
			Signature / Title

Lessor's Headquarter Address: 900 S. Broadway, Minot, ND 58701
Payment Address: P.O. Box 2068, Minot, ND 58702-2068

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

When you apply for an account with us, we will ask for your name, address, date of birth and other information that will allow us to identify you. We will ask to see your driver's license or other identifying documents.

In accordance with the **U.S. Patriot Act** the following items need to be completed by all signers and guarantors:

CORPORATIONS, LLC'S, LLP'S PLEASE PROVIDE FEDERAL TAX ID NO.	44-6000213

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

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Financing Made Simple.

a division of First Western Bank & Trust

CERTIFICATION OF EQUIPMENT DOMICILE

The undersigned, as Lessee on Agreement # **14179401MS** hereby certifies that, for the express purpose of establishing any obligation with regard to reimbursement of Personal Property Tax to **First Western Equipment Finance** a division of First Western Bank & Trust (Lessor), the Equipment listed on the Agreement is delivered to and is domiciled at the following address(es) Street: 1600 S. Withers Road

City: Liberty State: MO Zip: 64068,

located in the county(ies) of Clay .

Lessee Name: **City of Liberty**

By: Signed by: Benjamin J. Staab 6602D12B51F9448...

Print Name: Benjamin J. Staab

Title: Liberty Parks & Recreation Director

Date: 5/13/2026

Contact Email for Questions:

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

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MUNICIPAL ADDENDUM

To be made a part of a certain Equipment Lease # **14179401MS** between, City of Liberty ("Lessee") and First Western Equipment Finance a division of First Western Bank & Trust ("Lessor").

Lessee shall have the right to terminate this Lease at the end of any fiscal year of Lessee only if adequate funds are not appropriated to continue this Lease (known as **NON- APPROPRIATIONS**) as evidenced by the passage of an ordinance or resolution specifically prohibiting the Lessee from performing its obligations under this agreement with respect to any Equipment, and from using any moneys to pay any Lease payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

The Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Lease payments during the Fiscal Year in which payments begin, and such moneys will be applied in payment of all Rentals due and payable during such current Fiscal Year.

The Lessee agrees to include in the budget request for each Fiscal Year the Lease payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Lease Payments coming due therein. The Lessee reasonably believes that moneys in an amount sufficient to make all Lease payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease term. Lessor acknowledges that appropriation for Lease payments is a governmental function which the Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this agreement does not constitute such a commitment.

Lessee may effect such termination by giving Lessor written notice thirty (30) days prior to such termination and by paying to Lessor any Lease payments, which are due and have not been paid at, or before, the end of its then current fiscal year. In the event of termination of this Lease, Lessee shall return the equipment to Lessor, in accordance with the terms within the Lease Agreement, in good working condition within fifteen (15) days after termination of this Lease.

If Lessee has not delivered possession of the Equipment to Lessor and conveyed to Lessor or released its interest in the Equipment within fifteen (15) days after termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Lease payments thereafter coming due which are attributable to the number of days after termination during which the Lessee fails to take such actions.

The Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Code. **Lessee will file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC**. If Lessee does not properly file the above IRS form on a timely basis; or IRS rules that the Lessee does not qualify under Section 103(a) of the Code, then Lessee will pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received.

Lessee: City of Liberty	Lessor: First Western Equipment Finance a division of First Western Bank & Trust
By: Signed by: Benjamin J. Staab 6602D12B51F9448...	By: _____
Title: Liberty Parks & Recreation Director	Title: _____
Date: 5/13/2026	Date: _____

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

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PAYMENT SCHEDULE

This Payment Schedule is hereby made a part of a certain Lease Agreement, # 14179401MS (the "Lease") between:

First Western Equipment Finance a division of First Western Bank & Trust (Lessor) and
City of Liberty (Lessee)

The Lessee shall make payments to the Lessor in the amounts and according to the schedule shown below:

Beginning with the first payment due upon commencement and remaining payments due Annually thereafter:

1 Advance payment	**$8,347.42**
5 Annual payments	**$8,347.42**

Lessee: City of Liberty

By: Signed by: Benjamin J. Staab 6602D12B51F9448... Liberty Parks & Recreation Director
Authorized Signer Title

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

First Western Equipment Finance
Financing Made Simple.

100 Prairie Center Drive
Eden Prairie, MN 55344

May 13, 2026

INVOICE
Invoice #: 1116348

Lessee: City of Liberty

Lease Agreement # 14179401MS

Equipment: (1) TinyMobileRobots TLM Pro X And Accessories

Initial Payment	$8,347.42
One time documentation fee:	$175.00
Total due immediately:	**$8,522.42**

Please remit total due via completed EFT form, along with required signed documents.

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

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AUTHORIZATION FOR AUTOMATIC PAYMENT WITHDRAWAL

Date: May 13, 2026

Business: **City of Liberty**
Agreement Number: 14179401MS

I hereby authorize First Western Equipment Finance to debit my account at the Financial Institution listed below to cover the payments as stated in the following contract:

Note: Please check the applicable box(es) for each action

YES NO

☒ ☐ **Initial payment** in the amount of **$8,522.42** (amount includes documentation fee)

- By selecting "Yes" I understand that First Western Equipment Finance may adjust my EFT deduction to account for any increases to Sales Tax portion of total payment as defined by local jurisdiction. Any changes to initial payment amount will be conveyed with amendment letter notification.

Bank Name: Commerce Bank | Bank Phone #: 8162342250

Bank Routing Number: 9999999 | Account Number: 999999

Frequency: One-Time | Account Type: Checking: ☒ Savings: ☐

YES NO

☒ ☐ **Regular payment** in the amount of **$8,347.42**

- By selecting "Yes" I understand that First Western Equipment Finance may adjust my EFT deduction to account for other assessed charges to my contract which include but are not limited to, Business Personal Property Tax, Return Item Fees, Late Fees, Insurance Premiums, or any other items that are payable as defined under the contract terms.

Bank Name: Commerce Bank | Bank Phone #: 8162342250

Bank Routing Number: 9999999 | Account Number: 999999

Frequency: Annual | Account Type: Checking: ☒ Savings: ☐

- If you elect to have your payments processed via EFT - we will not send you invoices (unless you check this box ☐). If the box is selected - please specify if invoices should be mailed ☐ **or** emailed ☐ **(email address: _____).**

I may terminate this authorization by notifying First Western Equipment Finance, in writing, of our desire to terminate the authorization.

Please include a voided check with this authorization form

Authorized Signer (print): Benjamin J. Staab

Authorized Signature of Account Owner: Signed by: Benjamin J. Staab 6602D12B51F9448...

Authorized Signer Title: Liberty Parks & Recreation Director

Date: 5/13/2026

DS ML

Docusign Envelope ID: 96CE6284-413B-438D-8D8B-F950B41887B1

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Financing Made Simple.

a division of First Western Bank & Trust

ACCOUNTS PAYABLE FORM

City of Liberty (Customer)

Lease Agreement, # 14179401MS

Contact Information for Billing & Accounts Payable

- **Name:** Hayley Shinneman
- **Job Title:** Accountant
- **Direct Tel:** 816-439-4456
- **Tel 2:** _____
- **Bill-To Address:** 101 E. Kansas, Liberty, MO 64068
- **Email Address:** hshinneman@libertymo.gov
- **Purchase Order Number:** _____

Contact 2 (if available)

- **Name:** BJ Staab
- **Job Title:** Director of Parks & Rec
- **Direct Tel:** 816-439-4391
- **Tel 2:** _____
- **Fax:** _____
- **Email Address:** bstaab@libertymo.gov

Invoice Billing Preference (Only Select One):

Mail: ☐

E-Mail: ☒

Additional Information: _____

Certificate Of Completion

Envelope Id: 96CE6284-413B-438D-8D8B-F950B41887B1
Status: Completed
Subject: Lease Agreement - City of Liberty
Source Envelope:
Document Pages: 9
Signatures: 7
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Liz McKay
100 Prairie Center Drive
Eden Prairie, MN 55344
liz.mckay@firstwesternef.com
IP Address: 66.97.254.137

Record Tracking

Status: Original
5/13/2026 12:43:11 PM
Holder: Liz McKay
liz.mckay@firstwesternef.com
Location: DocuSign

Signer Events	Signature	Timestamp
Benjamin J. Staab bstaab@libertymo.gov Liberty Parks & Recreation Director Security Level: Email, Account Authentication (None), Authentication	Signed by: Benjamin J. Staab 6602D12B51F9448... Signature Adoption: Pre-selected Style Using IP Address: 74.51.223.61	Sent: 5/13/2026 12:52:58 PM Viewed: 5/13/2026 1:18:30 PM Signed: 5/13/2026 1:48:41 PM
Authentication Details ID Check: Transaction: 31045357517335 Result: passed Vendor ID: LexisNexis Type: iAuth Recipient Name Provided by: Recipient Information Provided for ID Check: Address, SSN4, DOB Performed: 5/13/2026 1:18:13 PM	Question Details: passed individual.height.real passed college.city.real passed vehicle.association.real	
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 1:18:30 PM ID: b68ef9df-46e1-4039-bdca-ad34bf42b809 Company Name: First Western Equipment Finance		
Melissa LeucaFiranek melissa.leucafiranek@firstwesternef.com Account Manager First Western Equipment Finance, a division of First Western Bank & Trust Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 66.97.254.137	Sent: 5/13/2026 1:48:43 PM Viewed: 5/13/2026 1:51:39 PM Signed: 5/13/2026 1:51:59 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Fred Kuhnen fred.kuhnen@firstwesternef.com SVP First Western Equipment Finance, a division of First Western Bank & Trust Security Level: Email, Account Authentication (None)	DocuSigned by: Fred Kuhnen A1A1F18B99A446F... Signature Adoption: Pre-selected Style Using IP Address: 66.97.254.137	Sent: 5/13/2026 1:52:01 PM Viewed: 6/3/2026 9:23:40 AM Signed: 6/3/2026 9:23:47 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jess West Jessica.West@FirstWesternef.com First Western Equipment Finance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/13/2026 12:53:00 PM
Joe Unger joe.unger@firstwesternef.com Account Relations Assistant First Western Equipment Finance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/13/2026 12:52:59 PM
Melissa LeucaFiranek melissa.leucafiranek@firstwesternef.com Account Manager First Western Equipment Finance, a division of First Western Bank & Trust Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/13/2026 12:52:58 PM Viewed: 5/13/2026 1:15:44 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2026 12:53:00 PM
Certified Delivered	Security Checked	6/3/2026 9:23:40 AM
Signing Complete	Security Checked	6/3/2026 9:23:47 AM
Completed	Security Checked	6/3/2026 9:23:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, First Western Equipment Finance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact First Western Equipment Finance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: fred@advanceacceptance.com

To advise First Western Equipment Finance of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at fred@advanceacceptance.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from First Western Equipment Finance
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to fred@advanceacceptance.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with First Western Equipment Finance

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to fred@advanceacceptance.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify First Western Equipment Finance as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by First Western Equipment Finance during the course of my relationship with you.

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026

A/R No.: 2026-212

Department: Utilities

Submitted By: Jason Thomas, Assistant Director Utilities Operations & Construction

Subject: Liberty WWTF Warm Storage Alterations Project

Summary:

- Approve an Ordinance amending Ordinance No. 12192 approving a change order for construction services related to the Liberty WWTF Warm Storage Alterations Project by increasing the agreement amount by $15,529.00 from an amount of $526,535.00 to $542,064.00

- Approve a Resolution accepting the construction of the Liberty WWTF Warm Storage Alteration Project and issuing final payment to Southtown Glass Inc.

Background:

The construction of the utilities storage building is in the closeout phase and an amendment is required to incorporate additions which have occurred over the length of the project. The change order additions were required to address electrical item availability, fire safety and the replacement of damaged and discolored downspouts. The changes are itemized in the attached change order sheet. The net change to the project amount is $15,529.00, raising the contract price from $526,535.00 to $542,064.00. As the project is now completed, two separate actions are required as detailed below:

1. Ordinance amending ordinance no. 12192, amending an agreement with Southtown Glass Inc. to approve an agreement for construction services related to the renovation of the warm storage alteration project.
2. Approve a Resolution accepting the construction of the warm storage renovations and issuing final payment to Southtown Glass Inc.

Staff recommends approval of an ordinance amending Ordinance No.12192 to increase the contract amount by $15,529.00 from $526,535.00 to $542,064.00 and a Resolution accepting the construction of the Liberty WWTF Warm Storage Alternation Project and issuing final payment to Southtown Glass Inc.

Previous Action (if applicable):

- City Council approved the contract with Southtown Glass Inc. on October 13, 2025 (Ordinance No. 12192)

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 593-70016-901-000000 Line Item:	Amount: $15,529.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Southtown Glass Ord
2. Liberty WWTF Resolution for warm storage
3. Storage Change Order

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 12192 APPROVING A CHANGE ORDER WITH SOUTHTOWN GLASS INC. FOR CONSTRUCTION SERVICES RELATED TO THE RENOVATION OF THE LIBERTY WWTF WARM STORAGE ALTERATIONS PROJECT BY INCREASING THE AGREEMENT AMOUNT BY $15,529.00 FROM AN AMOUNT OF $526,535.00 TO $542,064.00

WHEREAS, Ordinance No. 12192 approved on October 13, 2025, approved an agreement with Southtown Glass Inc. for construction services related to the renovation of the utilities storage building in an amount not to exceed five hundred twenty-six thousand five hundred thirty-Five dollars and 00/100 ($526,535.00)

WHEREAS, changes to the scope of construction were needed to address electrical changes, fire safety changes and replace damaged and discolored downspouts

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves change order between the City of Liberty, Clay County, Missouri and Southtown Glass Inc. (SGI), P.O. Box 90 Liberty MO 64068 by increasing the agreement amount by FIFTEEN THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS and 00/100 ($15,529.00) from an amount of $526,535.00 to FIVE HUNDRED FOURTY TWO THOUSAND SIXTY-FOUR DOLLARS and 00/100 ($542,064.00). A copy of said change order being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the change order as described in Section 1 of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

Approved by the Mayor this _____ day of_____, 2026.

_____
GREG CANUTESON, MAYOR

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE LIBERTY WWTF WARM STORAGE ALTERATIONS PROJECT WITH SOUTHTOWN GLASS INC.

WHEREAS, the project has been completed by Southtown Glass Inc. and

WHEREAS, the project has been constructed in accordance with the plans and specifications of the City of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby accept the Liberty WWTF Warm Storage Alterations Project;

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

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Change Order

PROJECT: *(Name and address)* LIBERTY WWTF WARM STORAGE ALTERATION	**CONTRACT INFORMATION:** Contract For: General Construction Date: 10/13/25	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: 4/27/26
OWNER: *(Name and address)* CITY OF LIBERTY	**ARCHITECT:** *(Name and address)* GBA	**CONTRACTOR:** *(Name and address)* SGI

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
MISC CHANGES PER ATTACHED

The original Contract Sum was	$	526,535.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	526,535.00
The Contract Sum will be increased by this Change Order in the amount of	$	15,529.00
The new Contract Sum including this Change Order will be	$	542,064.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GBA **ARCHITECT** *(Firm name)*	SGI **CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Daniel T Tevis AIA **PRINTED NAME AND TITLE**	MIKE WILSON, PRESIDENT **PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
4/27/26 **DATE**	4-27-26 **DATE**	**DATE**

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User Notes: (3B9ADA46)

CHANGE ORDER 1
LIBERTY WWFT WARM STORAGE ALTERATIONS
2-24-26

DESCRIPTION OF CHANGE:
PROVIDE AND INSTALL 7EA NEW DOWNSPOUTS TO MATCH EXISTING IN COLOR AND STYLE

MATERIAL	$4,115
LABOR	N/A
SUPERVISION	N/A
EQUIPMENT	N/A
OVERHEAD	N/A
PROFIT	N/A
TOTAL CHANGE	**$4,115**

SGI
P.O. Box 90
LIBERTY, MO 64069-0090

CHANGE ORDER REQUEST 3
LIBERTY WWFT WARM STORAGE ALTERATIONS
3-19-26

DESCRIPTION OF CHANGE:
PER RFI #10 – REWORK ELECTRICAL AND PROVIDE 200A FUSED DISCONNECT IN LIEU OF 200A BREAKER THAT'S NOT AVAILABLE FOR EXISTING PANEL. PRICING INCLUDES CREDIT FOR BREAKER.

COST PER CONTROL JOINT

MAX ELECTRIC	$4,267
SUPERVISION	N/A
EQUIPMENT	N/A
OVERHEAD	$ 426
PROFIT	$ 426
TOTAL CHANGE	**$5,119**

SGI
P.O. Box 90
LIBERTY, MO 64069-0090

March 19, 2026

SGI
PO Box 90
Liberty, MO 64069

Attn: Mike Wilson

Ref: **Liberty WWTF Warm Storage Alterations CO #1**

We would like to submit for your consideration our proposal for the **proposed cost impact for adding a 200-amp fused disconnect**.

Material…… $2,311.00
Labor……..$2,381.00
Deduct For 200 Amp Breaker…… $425.00
Total Cost…… $4,267.00

In the event the price of copper and steel and/or any other necessary commodities significantly increases, through no fault of Max Electric, the price of any materials, components, or goods to be furnished shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. A significant price increase shall mean any increase in price exceeding ten percent (10%) experienced by Max Electric from the date of this bid. Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials, components or goods required under this agreement is delayed, through no fault of Max Electric, as a result of the shortage or unavailability of commodities, raw materials, components and/or products, Max Electric shall not be liable for any additional costs or damages associated with such delay(s). The promise of timely payment from Contractor to Max on the Project is a material consideration for Max in entering the Subcontract on the Project. As such, the requirement of timely payments being made to Max as set forth under the contract documents will be strictly enforced. Any Payments due and unpaid under the contract documents shall bear interest at the prime rate from the date payment is due until the date payment is received by Max.
This quote is contingent upon reaching a mutually agreeable contract between parties.

We are including:

200 Amp Fused Disconnect
Transformer Lugs
2” Flex Conduit
200 Amp Fuses
2” EMT Conduit
4/0 Copper Wire with #4 Ground

We are excluding:

Taxes
Anything other than listed above
Arc Flash Study
Overtime, Double time, Shift Work, Holiday, etc.
Spare Parts

Clarifications:

- **Provide and install a 200-amp disconnect. Route conduit from the location nearest Panel LP-3 to the proposed disconnect location to the left of the window adjacent to LP-3. From the new 200-amp disconnect, install conduit and conductors to Transformer T1, and make connection by tapping the load side in accordance with applicable codes and project specifications.**

Max Electric can provide 100% minority participation as the company is D/WBE certified contractor listed with the City of Kansas City, Missouri in the area of Electrical #238224 and certified with the State of Missouri certification #W02450.Thank you for the opportunity to provide this proposal. If you have any questions, please call. Max Electric is signatory with IBEW #124.
Sincerely,

Max Electric, Inc.
Craig Organowski
Estimator/Project Manager

CHANGE ORDER REQUEST 4
LIBERTY WWFT WARM STORAGE ALTERATIONS
4-22-26

DESCRIPTION OF CHANGE:
PER ANSWERS FROM THE COORDINATION MEETING – PROVIDE ADDED EXHAUST FAN CONTROLS, FIREMAN CONTROLS, TIMER RELAY, JUNCTION BOXES, AND WIRING.

COST PER CONTROL JOINT

MAX ELECTRIC	$5,245
SUPERVISION	N/A
EQUIPMENT	N/A
OVERHEAD	$ 525
PROFIT	$ 525
TOTAL CHANGE	**$6,295**

SGI
P.O. Box 90
LIBERTY, MO 64069-0090

April 22, 2026

SGI
PO Box 90
Liberty, MO 64069

Attn: Mike Wilson

Ref: **Liberty WWTF Warm Storage Alterations CO #2**

We would like to submit for your consideration our proposal for the **added Exhaust Fan Controls – Fireman Controls, Timer Relay, Junction Box and Wiring**.

Material…… $2,014.00
Labor……..…$3,231.00
Total Cost…… $5,245.00

In the event the price of copper and steel and/or any other necessary commodities significantly increases, through no fault of Max Electric, the price of any materials, components, or goods to be furnished shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. A significant price increase shall mean any increase in price exceeding ten percent (10%) experienced by Max Electric from the date of this bid. Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials, components or goods required under this agreement is delayed, through no fault of Max Electric, as a result of the shortage or unavailability of commodities, raw materials, components and/or products, Max Electric shall not be liable for any additional costs or damages associated with such delay(s). The promise of timely payment from Contractor to Max on the Project is a material consideration for Max in entering the Subcontract on the Project. As such, the requirement of timely payments being made to Max as set forth under the contract documents will be strictly enforced. Any Payments due and unpaid under the contract documents shall bear interest at the prime rate from the date payment is due until the date payment is received by Max.
This quote is contingent upon reaching a mutually agreeable contract between parties.

We are including:
¾" EMT Conduit
Junction Box for Timer and Greenheck controller
Signal Cabling
Timer for EF-4 fan as requested

We are excluding:
Taxes
Anything other than listed above
Arc Flash Study
Overtime, Double time, Shift Work, Holiday, etc.
Spare Parts

Max Electric can provide 100% minority participation as the company is D/WBE certified contractor listed with the City of Kansas City, Missouri in the area of Electrical #238224 and certified with the State of Missouri certification #W02450.Thank you for the opportunity to provide this proposal. If you have any questions, please call. Max Electric is signatory with IBEW #124.
Sincerely,

Max Electric, Inc.
Craig Organowski
Estimator/Project Manager

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026
A/R No.: 2026-243

Department: Administration **Submitted By:**

Subject:

Ordinance amending Ordinance No. 12192 approving a change order with Southtown Glass Inc. for construction services related to the renovation of the Utilities Storage Building by increasing the agreement amount by $15,529.00 from an amount of $526,535.00 to $542,064.00Lib

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: Line Item:	Amount: Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:
None

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026

A/R No.: 2026-244

Department: Administration **Submitted By:**

Subject: Resolution accepting the construction of the warm storage alterations with Southtown Glass, Inc.

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: Line Item:	Amount: Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

None

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026

A/R No.: 2026-233

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: Ordinance approving a Memorandum of Understanding with the Great Americans Project for the installation of a GAP-owned statue on City-owned property

Summary:

A MOU outlining the relationship between the City of Liberty and the Great Americans Project (GAP) for the installation of a GAP statue on City-owned property.

Background:

There are three Great American statues already installed in the downtown area. The existing statues are:

- George Washington at the SW corner of Mill Street and Leonard Streets
- Mark Twain at the SE Corner of North Water and Franklin Streets, both on City-owned property.
- Susan B. Anthony is on Clay County-owned property at the NW Corner of N. Water and Kansas Streets.

The purpose of this MOU is to formally set forth the respective roles, responsibilities and priorities between the City and the Great Americans Project (GAP) with regard to the placement of a new GAP-owned statue on City-owned property, at the NE corner of Franklin and Main Streets.

Previous Action (if applicable):

The Liberty Arts Commission discussed and supported the addition of a GAP statue at their August 14, 2025 meeting.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: LAC	Completed/Recommended: 8.14.25

Financial Considerations:

Budgeted:	Line Item: Line Item:	Amount: N/A Amount:
	Revenue Line (if applicable):	Amount:

Non-Budgeted	Line Item: Line Item:	Amount: N/A
	Funding Source:	Amount:

Attachments:

1. Ordinance City and GAP MOU 2026
2. MOU GAP Statue 2026

Document No._____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LIBERTY APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE GREAT AMERICANS PROJECT PERTAINING TO THE INSTALLATION OF A STATUE ON CITY OWNED PROPERTY

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a Memorandum of Understanding by and between the City of Liberty and the Great Americans Project, pertaining to the installation of a statue on City-owned property for a term of five (5) years. A copy of said Memorandum of Understanding being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor Pro Tem to sign the memorandum described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor Pro Tem according to law.

PASSED by Council this _____ day of _____, 2026.

_____
KEVIN GRAHAM, MAYOR PRO TEM

ATTEST:

_____
DEPUTY CITY CLERK

Approved by the Mayor Pro Tem this ____ day of _____, 2026.

_____
KEVIN GRAHAM, MAYOR PRO TEM

CITY OF LIBERTY AND GREAT AMERICANS PROJECT
Memorandum of Understanding for the
Fourth Great Americans Statue at the NE corner of Franklin and Main Streets

This agreement is made this 22nd day of June, 2026, by and between the City of Liberty, Missouri, hereinafter referred to as the "City" and The Great Americans Project hereinafter referred to as "GAP".

WITNESSETH:

WHEREAS, the City and GAP are dedicated to the beautification of the City and its grounds; and

WHEREAS, the City and GAP have agreed to partner together to bring statues of historic significance to downtown Liberty; and

WHEREAS, the City and GAP desire to jointly maintain and protect the statues in perpetuity; and

WHEREAS, the GAP has purchased and owns the fourth in a series of statues for placement at the NE corner of Franklin and Main Streets.

NOW THEREFORE, the parties agree as follows:

1. Purpose of this MOU. The purpose of this MOU is to formally set forth the respective roles, responsibilities and priorities between the City and GAP with regard to the placement of the fourth statue at the NE corner of Franklin and Main Streets.

2. Term and Renewal. This agreement shall be binding on both the City and GAP for an initial term of five (5) years from the effective date. Any successive term(s) shall be predicated upon mutually agreed upon review of the terms and conditions set forth herein and modified from time to time as appropriate. If, at the end of the five-year term, this MOU is not renewed the sculpture will be removed at the expense of GAP.

3. Use and maintenance of bump out at the NE corner of Franklin and Main Streets:

   a. The City and GAP agree this location is a public space that will be used by the general public.

   b. The City and GAP jointly agree to maintain this location consistent with the City of Liberty's service level standards for its parks and as follows:

1) The City of Liberty Parks and Recreation Department will maintain the City's portion of the property to include turfed areas, landscape beds, trees

concrete area and other city-owned public amenities.

2) By June 30 of each year, documentation will be provided to the City of Liberty Parks and Open Space Manager identifying necessary repairs and improvements requested to be completed by the City in the City-owned public space.

4) GAP will provide the City with manufacturer's specifications for regular maintenance of the statue upon delivery to the site in July 2026. GAP and the City will determine by mutual agreement which tasks will be performed by the City and which will be performed by GAP volunteers by July 31, 2026. The City anticipates costs for maintenance not to exceed $100 per year.

5) GAP will endeavor to raise funds for improvements and repairs to the statue, its base, and footings as necessary.

6) Both the City and GAP will report incidents involving the statues, whether vandalism or acts of God, to the other party as soon as reasonably expected following any incident.

c. Neither the City nor GAP shall transfer any rights obtained under this agreement without the expressed written consent of the other.

4. Liability Assignment:

Midwest Public Risk (MPR) recommends for the City of Liberty not to accept personal property as a permanent structure on City owned land and/or property. However, MPR will allow GAP permanent structure(s) to be included in the City of Liberty's property and general liability schedule per current limits and guidelines. This exception and allowance will expire five (5) years from the date of this agreement at which time terms and conditions will be re-negotiated by MPR, the City of Liberty and the owner(s) of GAP.

IN WITNESS WHEREOF the parties have hereunto affixed their signature on the 22nd day of June, 2026, and further by affixing their signatures hereto do acknowledge receipt of a completed copy of this agreement.

MAYOR PRO TEM, COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY

By:_____
Kevin Graham, Mayor Pro Tem

GREAT AMERICANS PROJECT

By: _____
Greg Canuteson, President

Date:_____ Date:_____

ATTEST:_____ ATTEST:_____

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026
A/R No.: 2026-249

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance approving a design/build construction services contract for 2300 N. Lightburne Street (Liberty Fire Station 3) exterior detached garage project with Syler Construction, Inc. in a amount not to exceed $989,588.00

Summary:

- Design Build Construction Services Contract for Fire and PD Garage

Background:
The Liberty Fire Department is anticipating receiving new Fire Department vehicles in the Spring of 2027. The Liberty Police Department is already experiencing a vehicle storage issue. As the vehicles that both departments utilize are valuable and critical assets to both the departments and the City, the proper care, maintenance and storage of said vehicles is essential for the protection of invested City dollars.

This report pertains to the 2300 N. Lightburne Street exterior detached garage project which is being pursued as a collaboration between the Fire Department and Police Department.

The Fire Department and Police Department have partnered on acquiring a new garage which will be shared by the departments for storing vehicles. The funding for the project will be provided through a combination of Limited Capital funds, Police Department funds and Fire Department funds with a rough breakout as follows:

- Limited Capital Fund – $500,000.00
- Police Funds - $250,000.00
- Fire Funds - $250,000.00

A design/build construction services contract for the execution of the project was publicly advertised for proposals, with proposals being received on May 28, 2026. Qualifications and design proposals were reviewed and found to be acceptable, at which time cost proposals were publicly opened on June 5, 2026, as follows:

- Syler Construction, Inc. — $989,588.00
- SGI/GBA - $1,299,995.00

The final selection was made by aggregating the points acquired through both the design and cost proposals, with Syler being the final-selected applicant. During initial discussions with Syler during contract talks, it was agreed to amend their design proposal to better align with Fire and Police department requirements, thus increasing

their contract amount from $986,519.00 to $989,588.00.

Staff recommends the City Council approve a design/build construction services contract for the 2300 N. Lightburne Street (Liberty Fire Station 3) exterior detached garage project with Syler Construction, Inc. in an amount not to exceed $989,588.00.

Previous Action (if applicable):
NA

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: June 2026
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 356-70020-305 (Fire) Line Item: 100-70020-160 (Police/Citywide) Line Item: 350-70020-160 (Limited Capital Fund)	Amount: $244,794.00 Amount: $244,794.00 Amount: $500,000.00 Total = $989,588.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:
1. 2026-249 Approve Contract Syler Design Build - ORD
2. Signed Contract with Exhibits
3. Syler SAM.gov _ Search

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A DESIGN/BUILD CONSTRUCTION SERVICES CONTRACT FOR 2300 N. LIGHTBURNE STREET (LIBERTY FIRE STATION 3) EXTERIOR DETACHED GARAGE PROJECT WITH SYLER CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED $989,588.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a design build construction services contract by and between the City of Liberty and Syler Construction, Inc. for 2300 N. Lightburne Street (Liberty Fire Station 3) exterior detached garage project in an amount not to exceed NINE HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED EIGHTY-EIGHT AND 00/100 DOLLARS ($989,588.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ___ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

The City of Liberty missouri

Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

This **AGREEMENT** is made as of the 22nd day of June in the year of 2026, by and between the following parties, for services in connection with the Project identified below.

OWNER:
City of Liberty, Missouri
101 E. Kansas Street
City of Liberty, Missouri 64068

DESIGN-BUILDER:
Syler Construction, Inc.
255 W. 19th st Suite E
Kearney, MO
64060

PROJECT:
Design/Build Construction Services – 2300 N. Lightburne St. – Exterior Detached Vehicular Garage (10152878)

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder:

- Exhibit A – Scope of Work;
- Exhibit B – Affidavit of Participation in Federal Work Authorization Program;
- Exhibit C – Anti-Discrimination Against Israel;
- Exhibit D – Debarment and Suspension Form;
- Prevailing Wage Rates;
- Payment Bond;
- Performance Bond; and
- Tax Exemption Certificate.

2.1.4 The General Conditions of Contract, Supplementary General Conditions; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

2.1.6 Owner's Requirements.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In

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the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and upon payment shall become the property of the Owner. At such time the Owner shall be granted the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.4 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder.

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural, engineering and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Contracted Parties.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

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4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Contracted Party; and

4.3.2 Owner agrees to pay Design-Builder the additional sum of One Dollars ($1.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than 252 (March 24th 2027) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.19 of the General Conditions of Contract is hereby modified to read as follows:

"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: Refer to the agreed upon "Exhibit A – Scope of Work" for interim milestone dates.

5.2.3 Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

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5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by 7 (March 31st 2027) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner five hundred Dollars ($ 500.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

Design-Builder understands that if Final Completion is not achieved within 21 days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within 35 days of Substantial Completion, Design-Builder shall pay to Owner five hundred Dollars ($500.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

5.8 Owner's Review Time. The parties have established the following maximum and minimum amount of time for the Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.8.1 The Owner shall have a minimum of 14 calendar days of receipt by the Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.8.2 The Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within 14 calendar days of receipt by the Owner.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of nine hundred eighty-nine thousand five hundred eighty-eight Dollars ($989,588.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Section 9.4.1 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of five percent (5%) of the additional costs incurred for that Change Order.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

☒ No additional reduction to account for Design-Builder's Fee or any other markup.

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6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5.0%) from Design-Builder's Applications for Payment pursuant to applicable state law.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or

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completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and a half_ percent (1.5%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions of Contract, and the parties have agreed to a payment to Design-Builder in the case of such termination for convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions of Contract:

The fair and reasonable sums for overhead and profit on the sum of items set forth in Section 11.6.1 of the General Conditions of Contract.

8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions of Contract, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid ten percent (10%) of the remaining balance of the Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid twenty percent (20%) of the remaining balance of the Contract Price.

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8.3 The total amount to be paid to Design-Builder, exclusive of costs described in Section 11.6.1.2 of the General Conditions of Contract, shall not exceed the Contract Price.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Chris Young
City of Liberty, Fire Chief
200 W. Mississippi St. Liberty, Missouri
816-439-4312

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Chris Young
City of Liberty, Fire Chief
200 W. Mississippi St. Liberty, Missouri
816-439-4312

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Garret Syler
Syler Construction, Inc.
255 W. 19th Street, Suite E, Kearney, MO 64060
816-564-3621

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Chad Burkhart
Syler Construction, Inc.
255 W. 19th Street, Suite E, Kearney, MO 64060
816-509-0059

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Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

Bonding template is attached hereto as an exhibit.

☒ Required ☐ Not Required

Payment Bond.

Bonding template is attached hereto as an exhibit.

☒ Required ☐ Not Required

Other Performance Security.

All material and product specific warranties.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

The parties have agreed to limit the time frame that the Owner can make a claim pursuant to Section 2.9.1 of the General Conditions of Contract. Owner must make all claims pursuant to Section 2.9.1 of the General Conditions of Contract within 2 years of the date of Final Completion of the Project.

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In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Liberty
(Name of Owner)

_____
(Signature)

Greg Canutseon
(Printed Name)

Mayor, City of Liberty
(Title)

Date: _____

DESIGN-BUILDER:

Syler Construction, Inc.
(Name of Design-Builder)

(Signature)

Gerald Syler
(Printed Name)

Vice-President
(Title)

Date: 6/10/26

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Scope of Work

1. Project Overview

The Design-Build (DB) Team shall provide all design, engineering, permitting, labor, materials, equipment, and construction services required to deliver a complete, operational, and code-compliant detached vehicle storage facility.

The project consists of a dual-bay garage structure intended for use by the Fire and Police Department for vehicle storage only. No permanent personnel occupancy is anticipated.

- DB Team is required to deliver project such that Owner may receive final occupancy no later than April 14, 2027.

2. Facility Description

- Design and construct a 100'x 60' detached garage structure.
- Building type is assumed to be a Pre-Engineered Metal Building (PEMB).
- The building shall be divided into two (2) equal bays, each measuring approximately 50' x 60', separated by a permanent partition wall.
- Each bay shall be dedicated to:
    - Fire Department (one bay)
    - Police Department (one bay)

3. Structural Requirements

- Design and construct building and foundation systems in accordance with all applicable local, state, and national building codes.
- Floor slab and structural system shall support a minimum 40,000 lb fire apparatus load.
- Bay floors shall be:
    - Designed with appropriate slope to facilitate drainage of fluids to the exterior of the building. No interior trench drains are required unless proposed by DB Team and approved by Owner.
- Provide all required geotechnical investigation and analysis to determine foundation design criteria.

4. Architectural Requirements

- Exterior façade shall include brick veneer accents to enhance the building appearance; full-height brick is not required.
- No windows shall be included in the building.
- Provide a durable interior finish appropriate for vehicle storage and minimal maintenance.
- The building shall be compartmentalized with a permanent partition separating the two bays.

5. Access & Security

- Vehicular Access
    - Minimum two (2) overhead garage doors per bay, all positioned on the same side (i.e., not split between opposing or adjacent walls) that shall be:
        - Power-operated.
        - Sized to accommodate fire apparatus, with a minimum clear height of 15 feet.
- Personnel Access
    - Minimum one (1) man door per bay.
    - Man doors shall include secure access controls in accordance with City standards (e.g., card access, keypad, or equivalent)
- Security Systems
    - Minimum one (1) exterior camera per building side (4 total minimum)
    - Minimum one (1) interior camera per bay

6. Mechanical (HVAC) Requirements

- Provide HVAC systems sufficient to:
  - Prevent freezing conditions in winter.
  - Prevent excessive heat buildup in summer.
- Systems are not required to maintain full comfort conditioning but must be adequate for vehicle storage environments.
- The DB Team shall:
  - Evaluate and recommend appropriate systems for a non-occupied vehicle storage facility.
  - Finalize design in coordination with Owner.
- Insulation levels shall be sufficient to support the above performance criteria.

7. Electrical Systems

- Provide complete electrical service, distribution, and connections.
- Install LED lighting throughout all interior and exterior areas.
- Provide sufficient electrical outlets in each bay to meet departmental needs.
- Electrical design shall comply with all applicable codes.
- Coordinate all electrical requirements with Owner and applicable utility providers.

8. Fire Protection

- Fire suppression systems are not required for this facility.
- DB Team shall still ensure compliance with applicable life safety and fire code requirements.

9. Site & Exterior Work

- Provide all necessary work for a complete installation, including:
  - Foundations and slab
  - Building erection
  - Coordination with site utilities (as applicable)
- Ensure proper drainage and integration with existing site conditions (if applicable).
- Stormwater requirements
  - Design and implement stormwater quality measures in accordance with:
    - MARC BMP and APWA Section 5600
  - Stormwater controls shall be sized appropriately for the building footprint and associated improvements.

10. Design-Build Responsibilities

The DB Team shall:

- Verify all existing conditions and assumptions
- Perform all necessary engineering (including geotechnical)
- Coordinate with Owner on design decisions
- Ensure compliance with all applicable codes and standards
- Deliver a complete, operational, and turnkey facility within the established budget and schedule

DESIGN PROPOSAL

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- General conditions
- Site work
- Concrete work
- Masonry Work

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- Metals
- Carpentry
- Doors, windows, glass

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- Doors, windows, glass continued

Pg4-
- Doors, windows, glass continued
- Interior finishes
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- Electrical

Pg5-
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- Respondent contact and signature

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- Project management plan
- Project understanding deliver and approach
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Appendix A- Drawings

SYLER CONSTRUCTION, INC.
GENERAL CONTRACTORS • DESIGN BUILD • COMMERCIAL • RESIDENTAL • REMODEL
255 WEST 19TH ST, SUITE E • KEARNEY, MO 64060 • PHONE: 816-650-5519 • FAX: 816-429-6330
SYLERCONSTRUCTION.COM • SYLERCUSTOMHOMES.COM

5/27/26

SCOPE OF WORK
SHOP

Liberty Fire Station #3
2300 N. Lightburne St
Liberty, Mo 64068

RE: Design/build construction Services exterior detached vehicular garage. Project #10152878. Including addendum #1 and #2. Vehicular Garage will be approximately 6,000 sq ft. See drawings provided by Falk Architects

Project Office will be located on SW corner of property

We propose to furnish labor and material to complete the above tenant improvement and expansion, to include the following:

100 General conditions:

- supervision, periodic clean up, final clean up
- Building permit
- general liability insurance, workmen's comp. insurance
- Architect and Engineering fee
- Bond
- johnny on the spot
- Overhead and Fee

200 Site Work:

- Erosion control to plan
- Hydro Seed approx. 1 acre
- All site utilities to plan
- Cut & fill per plan
- furnish and install 18 inches of lime dust under building slab
- dig out for concrete wall around building
- backfill concrete wall
- Final grade disturbed area

300 Concrete Work: Shall be done according to code and regulations including:

- Pour piers for metal building per plan
- Pour 6 in. structural slab per plan. Slab will have a slope no greater than ¼" per ft and slope will run from back to the front
- 24' wide x 100' long 6" thick concrete approach

400 Masonry Work:

- Brick veneer around all 4 sides of building. Brick will be no taller than 4'

500 Metals:

- Supply and Erect (1) Butler PEMB-60'x100'x17' Low Eave, Single Slope, .5:12 slope, (2) 3'x7' walk doors

STRUCTURAL FINISHES:

- Main frames and bracing elements will receive 1 coat of gray shop primer and SP2 cleaning, secondary framing, clips, flange braces, misc gage parts will be G30 galvanized.
- Shop primer is not a finish coat and is intended for short term protection only.

WALL PANEL TYPE:

- ButerRib II, 26 gage, Kynar finish w standard stocked color. Walls set up for 4'.
- Not By CDB wainscot on 2 ends and high side wall.

WALL INSULATION TYPE:

- 4" thick R11 blanket with white PSK-SD facing

ROOF PANEL TYPE:

- ButlerRib II, 26 gage, Galvalume. Alt 1 Bid = MR-24, 24 gage, Galvalume, with 1" thermal spacer blocks on purlins.

ROOF INSULATION TYPE:

- 6" thick R19 blanket with white PSK-SD facing

INTERIOR LINER PANEL:

- interior white. 8' tall on all perimeter walls AND full height on both sides of (1) 60' interior partition wall. Interior partition wall framing is excluded.

- Install (16) pipe bollards

600 Carpentry:

Framing

- Supply material and labor to frame interior dividing wall. Wall will be constructed out of 6" metal studs on 16" centers. Will include R19 batt insulation and full height liner panels

800 Doors, Windows, Glass:

Overhead Doors:

Install (2) 12'2" x 15' Delden model CDC-2027 sectional door

- 2" thick two sided steel doors
- 27 Gage Stucco embossed exterior with pencil grooves
- 27 Gage Stucco embossed interior

- R-Value 9.4
- commercial white
- commercial grade hardware
- MO wildload rated
- 2" continuous reverse angle mount track
- 15" radius horizontals
- 15,000 cycle torsion springs
- fully weather stripped

Install (2) 12'2" x 12' Delden model CDC-2027 sectional door

- 2" thick two sided steel doors
- 27 Gage Stucco embossed exterior with pencil grooves
- 27 Gage Stucco embossed interior
- R-Value 9.4
- commercial white
- commercial grade hardware
- MO wildload rated
- 2" continuous reverse angle mount track
- up to 36" high-lift
- 15,000 cycle torsion springs
- fully weather stripped

Operators

Install (2) Lift master Model TDC12S1BMC Trolley Style Operator

- 120/240 volts
- 24 volt DC motor
- #41 drive chain
- Trolley style operator
- Heavy duty 2" x 2" angle trolley rails
- Built in Wi-Fi
- Built in radio receiver
- Interior LCD display 3 button surface mount control station
- Photo electric safety sensors

Install (1) Lift master model RJDC7S1BER wall mount jackshaft operators

- 115/230 volt single phase motors
- 24-volt DC motor
- up to 700 lbs door weight
- wall mount operator

- WiFi compatible
- interior mount three button control station with LCD display
- photo electric safety sensors
- release for emergency manual operation

900 Interior Finishes:

Paint: Paint pipe bollards, ext doors, and other misc items

Epoxy Floors: Seal concrete floors: Color-Clear

1500 Mechanical:

Labor and material for completion of the mechanical work as follows:

HVAC:

- Provide and install (2) 3x3' wall mounted prop fans with weather guards and all necessary hangers and individual wall controllers
- Provide and install (2) 150k BTU gas fired unit heaters with all necessary hangers, flue piping and heat-only thermostats
- Provide design and stamped plans

Plumbing:

- Prevailing wage
- Gas hooks up to existing gas meter.
- All gas piping schedule 40 black steel and yellow Polyethylene plastic pipe.
- Approx. 170' of boring.
- Approx. 340' of total trench and 2" Polyethylene pipe.
- Gas main 2" to 2-unit heaters.

1600 Electrical:

- Upgrade Existing building service from 200amp to 400amp, we will bore from pole to building with (2) 3" conduits, mount 400amp meter, outdoor panel and pull wire with (2) 200amp breakers.
- Bore 3" conduit from existing building to new building and install 3 phase 200amp service on southeast corner.

Provide and install

- (12) 30,000 lumen high bay lights.
- (8) interior 120V outlets
- (4) Emergency Exit Lights
- 24 Hour timer for exterior lights
- (3) switches for interior high bays
- Bore additional 3" conduit from existing building to new building for telecommunication.
- Install customer provided cabling to (6) camera locations and pull cabling back to main building.
- Wire 120V to unit heaters.

- Wire (4) 120V outlets for garage door openers.

Exclusions:
Water tap, Sales tax, Rock Removal, Utility Charges, Unsuitable Soil and Piering, steel beams, Fire Plug, CO2 detection system, Testing, furniture, labor to assemble furniture, appliances, Radiant Floor Heating, Security System, tile flooring, carpet, fire alarms, fire sprinkler system, landscape and irrigation, tile, carpet, rubber base, sheetrock, acoustical ceilings, cabinetry, counter tops. **ANYTHING NOT MENTIONED IN SCOPE OF WORK IS EXCLUDED FROM OUR BID**

Note: The respondent contact is Garret Syler, 255 W. 19th St. Ste E Kearney, MO 64060. Garret Syler will be the signatory of any contract documents executed with the City.

X _____
Garret W. Syler

5/28/26

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Project Management Plan

RE: Syler Constructions Project Management Plan for a Design / Build approach for an exterior detached vehicular garage. Project #10152878. Including addendum #1 and #2. Vehicular Garage will be approximately 6,000 sq ft. See drawings provided by Falk Architects

1. Project Understanding & Delivery Approach

Syler Construction understands the City of Liberty's objective to deliver a functional, durable, and cost-effective 2-bay detached vehicular garage addition for the Liberty Fire and Police Departments at Fire Station No. 3 located at 2300 N. Lightburne Street, Liberty, Missouri.

Our Design/Build approach is centered around:

- Maintaining strict budget control within the City's approved project budget.
- Delivering an efficient project schedule with clear milestones and accountability.
- Maintaining uninterrupted Fire Station operations throughout construction.
- Providing proactive communication and transparent project management.
- Delivering high-quality workmanship through experienced self-performance and trade partner management.
- Utilizing technology-driven construction management tools for real-time collaboration and accountability.

Syler Construction utilizes Builder trend as our centralized construction project management platform to coordinate communication, scheduling, documentation, approvals, budgeting, and daily project activities.

2. Design & Construction Schedule with Milestones

Syler Construction recognizes the importance of delivering this project efficiently while maintaining quality and budget expectations. Our team will utilize overlapping design and preconstruction activities to accelerate project delivery and reduce schedule risk.

Anticipated Project Schedule

Phase	Duration	Key Milestones
Contract Award & Kickoff	Week 1	Kickoff meeting with City
Site Verification & Existing Conditions	Week 1–2	Survey/site review completed
Permit & City Review	Week 3-8	Permit approvals obtained
Purchase & Long Lead Ordering	Week 4–17	Materials ordered
Site Preparation & Utilities	Week 8–12	Site mobilization complete

Phase	Duration	Key Milestones
Foundations & Concrete	Week 13–16	Slab/foundation complete
Building Framing & Structure	Week 17–21	Structural shell complete
Roofing & Exterior Finishes	Week 21-23	Weather-tight building achieved
Mechanical, Electrical & Interior Completion	Week 22–29	Systems operational
Final Grading	Week 30-34	Items outside completed/seed
Final Inspections & Punch List	Week 34–35	Completion
Owner Turnover	Week 36	Final acceptance

Schedule Management Procedures

Syler Construction will proactively manage the schedule through:

- Weekly project schedule updates.
- Two-week look-ahead planning meetings.
- Early purchasing of long-lead materials.
- Coordination with City staff and inspectors.
- Daily field management coordination.
- Real-time schedule tracking through Builder trend.
- Immediate issue escalation procedures for any schedule-impacting events.

To prevent schedule slippage, critical path items will be continuously monitored and updated throughout the project lifecycle.

3. Schedule Control & Delay Prevention

Syler Construction employs a proactive project management philosophy focused on identifying and resolving issues before they impact the project schedule.

Delay Prevention Strategies

Preconstruction Planning

- Early identification of permitting requirements.
- Coordination with utility providers and City departments.
- Construction coordination reviews during design development.
- Budget and scope validation prior to construction start.

Procurement Management

- Early release of critical materials.
- Verification of supplier lead times.
- Secondary supplier contingency planning.

Field Coordination

- Daily site supervision by experienced project leadership.
- Weekly subcontractor coordination meetings.
- Ongoing quality inspections to minimize rework.
- Weather monitoring and contingency planning.

Technology Integration

Builder trend will be utilized to:

- Track project schedules.
- Share RFIs and submittals.
- Manage daily logs and progress photos.
- Coordinate owner communications.
- Document approvals and change management.

This platform provides the City with transparency and real-time visibility into project progress.

4. Quality Control Plan

Syler Construction is committed to delivering a high-quality facility that meets or exceeds the City's expectations.

Quality Control Procedures

Preconstruction Quality Planning

- Scope review with design consultants.
- Coordination meetings with subcontractors.
- Material specification verification.
- Constructability and code compliance reviews.

Construction Quality Management

- Daily quality inspections by field supervision.
- Trade-specific quality checkpoints.
- Third-party inspections as required.
- Manufacturer installation verification.
- Punch list tracking and closeout management.

Self-Performance Oversight

Syler Construction maintains direct oversight of all self-performed work and subcontractor activities to ensure:

- Compliance with plans and specifications.
- Safety and workmanship standards.

- Schedule adherence.
- Coordination between trades.

Site Management

Site management procedures will include:

- Clean and organized job-site maintenance.
- Controlled material staging.
- Safety compliance monitoring.
- Protection of existing Fire Station operations.
- Secure access control throughout construction.

5. Budget Management

Maintaining the City's project budget is a primary objective for Syler Construction.

Budget Control Measures

Preconstruction Estimating

- Detailed quantity takeoffs.
- Market-based subcontractor pricing.
- Value engineering evaluations.
- Continuous budget reconciliation during design.

Cost Monitoring

- Change order tracking and approval procedures.
- Allowance monitoring.
- Purchasing cost verification.

Value Engineering

Our team will collaborate with the City to identify opportunities for:

- Material efficiency.
- Reduced maintenance costs.
- Long-term durability improvements.
- Schedule efficiencies.
- Lifecycle value enhancements.

Syler Construction's Design/Build approach allows budgeting decisions to occur simultaneously with design development, helping reduce costly redesigns and minimizing budget overruns

6. Communication & Collaboration Plan

Successful projects require transparent and consistent communication among all stakeholders.

Communication Structure

Regular Meetings

Syler Construction proposes:

- Weekly Owner/Contractor meetings.
- Design coordination meetings during preconstruction.
- Subcontractor coordination meetings.
- Progress review meetings with City representatives.

Project Documentation

Builder trend will serve as the centralized communication hub for:

- Meeting notes.
- RFIs.
- Submittals.
- Change orders.
- Progress updates.
- Scheduling.
- Daily reports.
- Photos and inspection records.

Responsiveness

Our team is committed to:

- Timely response to City inquiries.
- Immediate notification of issues impacting budget or schedule.
- Transparent reporting throughout the project.

7. Organizational Structure & Team Advantages

Syler Construction provides the City with a responsive and experienced project delivery team focused on accountability, communication, and quality execution.

Organizational Benefits

Single-Source Accountability

As the Design/Build contractor, Syler Construction provides:

- Centralized responsibility for both design and construction.
- Streamlined communication.
- Faster issue resolution.
- Improved coordination between disciplines.

Experienced Project Leadership

Our project team will include:

- Principal oversight.
- Dedicated Project Manager.
- Superintendent with daily site presence.
- Estimating and preconstruction support.
- Trusted subcontractor and supplier partners.

Local Market Experience

Syler Construction understands the Kansas City and Liberty market conditions, permitting processes, subcontractor network, and municipal project expectations. This local knowledge allows our team to deliver efficient scheduling, accurate budgeting, and responsive service throughout the project lifecycle.

Technology-Driven Management

Our use of Builder trend enhances project transparency, accountability, and communication by providing centralized access to project information for all stakeholders.

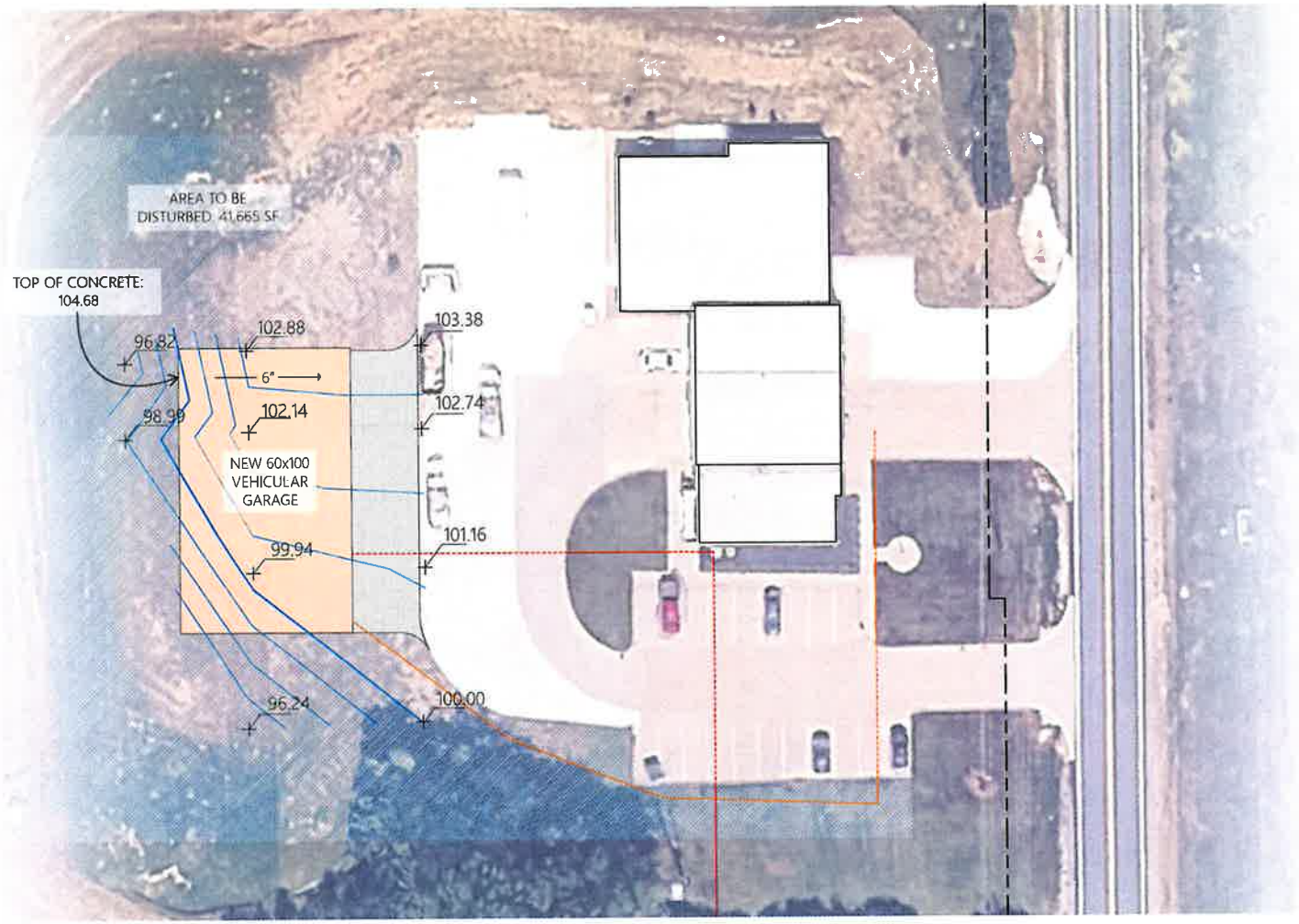
8. Conclusion

Syler Construction is committed to delivering a successful Design/Build project that fulfills the City of Liberty's goals for quality, schedule, budget, and operational functionality.

Our team's proactive planning, communication-focused management style, technology integration, and commitment to quality will provide the City with a streamlined and efficient project experience from concept through final completion.

We appreciate the opportunity to submit this Project Management Plan and look forward to partnering with the City of Liberty on this important project.

Respectfully submitted,
SYLER CONSTRUCTION, INC.
By: **Garret W. Syler**
President



LEGEND

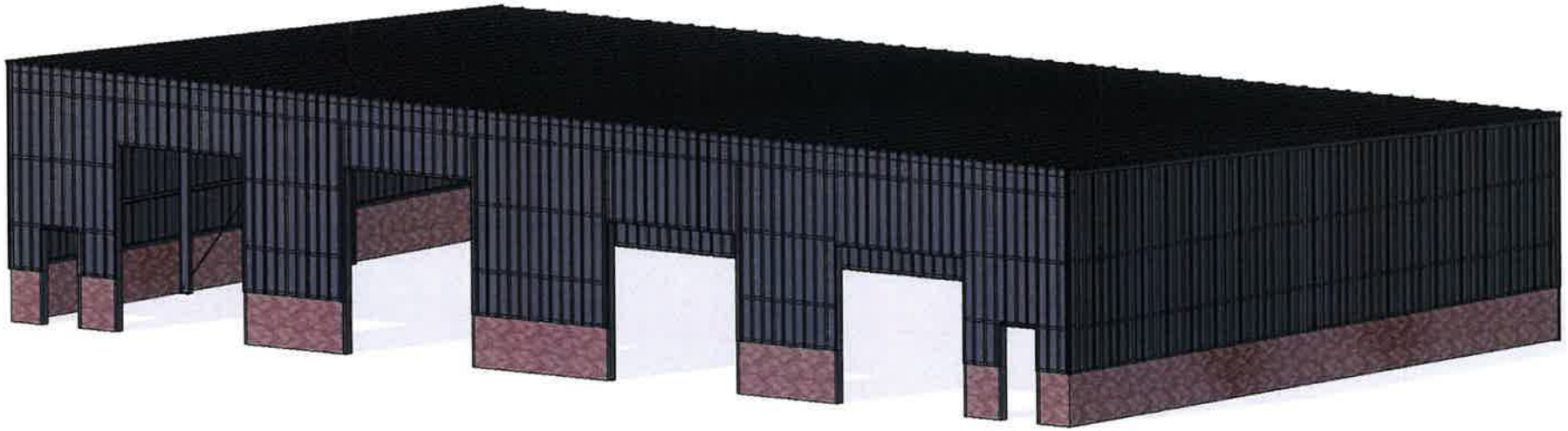
- Gas Service, Underground
- Electrical Service, Underground
- Contour Lines
- Property Lines
- Gas Service, Bored
- Electrical Service, Bored

SITE NOT TO SCALE

N

SYLER CONSTRUCTION

FALK ARCHITECTS



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FALK ARCHITECTS

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GENERAL CONTRACTORS • DESIGN BUILD • COMMERCIAL • RESIDENTAL • REMODEL
255 WEST 19TH ST, SUITE E • KEARNEY, MO 64060 • PHONE: 816-650-5519 • FAX: 816-429-6330
SYLERCONSTRUCTION.COM • SYLERCUSTOMHOMES.COM

Cost Proposal

Terms:
The initial deposit will be **$55,000** and it will be due within 3 days upon signing of contract. We will invoice the first week of each month. Any change order will that is approved will need to be paid within 5 days of approval. Final invoice will be paid no later than one week after completion of the punch list and prior of owners taken position of the facility. We will invoice from our Draw Sheet estimate. Owners are not allowed to use the area until contract and change orders are paid in full.

Work will stop if any payment is delayed more than 10 days from the invoice date and will start once payment is received.

This scope of work will be an attachment to our Syler Construction commercial contract.

Proposal Sum: We propose to build this building, including material, labor and taxes for a lump sum price of: **$986,519.00**

Price is good until 6/13/2026

Respectfully submitted,

SYLER CONSTRUCTION, INC.

By: **Garret W. Syler**
President

ACCEPTANCE:

OWNER: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

ALTERNATE #1
Install (2) 18' Epic Colossus HVLS Fans with controllers in leu of the 3x3 wall fans. **$14,905**

ACCEPTED BY: _____ DATE: _____

ALTERNATE #2:
If Evergy allows a second meter on property we will be able to deduct $20,000. **($20,000)**

Construction Cost Estimate Sheet

Builder/Borrower: Syler Construction, Inc.

Property Address: 2300 N. Lightburne St Liberty, MO 64068 | **Legal Desc: Liberty Fire Station #3**

Buyer Name: City of Liberty | **Title Co.**

Construction Category		Projected Cost	DRAW #1	DRAW #2	DRAW #3	DRAW #4	Actual Cost	P/L
Lot Cost	1	$ -					$ -	$ -
Performance / Material Bond	2	$ 28,893					$ -	$ 28,893
Builder Risk Insurance	3	$ -					$ -	$ -
Architect/Blueprints	4	$ 43,000					$ -	$ 43,000
Permits	5	$ 2,834					$ -	$ 2,834
Survey/Stakeout	6	$ -					$ -	$ -
Excavation	7	$ 84,921					$ -	$ 84,921
Foundation	8	$ 79,768					$ -	$ 79,768
Waterproof and Drain Tile	9	$ -					$ -	$ -
Steel - Structural	10	$ -					$ -	$ -
Gravel	11	$ -					$ -	$ -
Concrete Material & Labor	12	$ 101,200					$ -	$ 101,200
Fencing / Gates	13	$ -					$ -	$ -
Lumber - Framing	14	$ -					$ -	$ -
Lumber - Millwork	15	$ -					$ -	$ -
Windows/ Doors	16	$ -					$ -	$ -
Vinyl Siding	17	$ -					$ -	$ -
Carpentry - Framing	18	$ -					$ -	$ -
Carpentry - Trimming	19	$ -					$ -	$ -
Deck	20	$ -					$ -	$ -
Roofing - Material / Labor	21	$ -					$ -	$ -
Guttering	22	$ -					$ -	$ -
Fireplace	23	$ -					$ -	$ -
Masonry/Stucco	24	$ 38,952					$ -	$ 38,952
Plumbing - Rough In / Finish	25	$ 43,642					$ -	$ 43,642
Plumbing Whirpool	26	$ -					$ -	$ -
Septic System	27	$ -					$ -	$ -
HVAC	28	$ 26,620					$ -	$ 26,620
Electrical	29	$ 81,250					$ -	$ 81,250
Light Fixtures	30	$ -					$ -	$ -
Fire Sprinkler System	31	$ -					$ -	$ -
Insulation	32	$ 2,160					$ -	$ 2,160
Garage Doors	33	$ 30,170					$ -	$ 30,170
Drywall	34	$ -					$ -	$ -
Cabinets / Vanities	35	$ -					$ -	$ -
Door Hardware / Towel Bars	36	$ -					$ -	$ -
Epoxy Flooring	37	$ 36,000					$ -	$ 36,000
Ceramic Tile	38	$ -					$ -	$ -
Hardwood/Vinyl/Laminate Flooring	39	$ -					$ -	$ -
Carpeting	40	$ -					$ -	$ -
Painting/Staining	41	$ 2,800					$ -	$ 2,800
Wallpaper	42	$ -					$ -	$ -
Blinds / Shades	43	$ -					$ -	$ -
Appliances	44	$ -					$ -	$ -
Mirrors/Shower Doors	45	$ -					$ -	$ -
Attic Fan	46	$ -					$ -	$ -
Intercom System	47	$ -					$ -	$ -
Landscaping / Sod	48	$ 7,300					$ -	$ 7,300
Lawn sprinkler system	49	$ -					$ -	$ -
Temporary Utilities	50	$ 2,400					$ -	$ 2,400
Common Labor and Clean Up	51	$ 14,668					$ -	$ 14,668
Designer	52	$ -					$ -	$ -
Water Tap	53	$ -					$ -	$ -
Supervision	54	$ 21,900					$ -	$ 21,900
Sales Tax	55	$ -					$ -	$ -
Unforseen	56	$ 8,880					$ -	$ 8,880
Const. Loan Interest	57	$ -					$ -	$ -
Closing Cost	58	$ -					$ -	$ -
OH / Fee	59	$ 89,684					$ -	$ 89,684
Gravel Drive	60						$ -	$ -
Demolition	61	$ -					$ -	$ -
Utilities	62	$ -					$ -	$ -
Culvert	63	$ -					$ -	$ -
Trailer & Temp roads	64	$ 9,644					$ -	$ 9,644
Asphalt Paving	65	$ -					$ -	$ -
Parking Lot items	66	$ 450					$ -	$ 450
Trash Enclosure / Pipe Bollards	67	$ 24,000					$ -	$ 24,000
Metal / Steel Building	68	$ 197,330					$ -	$ 197,330
Metal Studs	69	$ 6,554					$ -	$ 6,554
Toilet Partitions / Accessories	70	$ -					$ -	$ -
Accos. Ceiling	71	$ -					$ -	$ -
Owners Equipment	72	$ -					$ -	$ -
Panels and Louvers	73	$ -					$ -	$ -
Auto Systems / Elevator / Lifts	74	$ -					$ -	$ -
Rubber base / FRP panels	75	$ -					$ -	$ -
Glazing / Storefront	76	$ -					$ -	$ -
Signage	77	$ -					$ -	$ -
Dock lift / bumpers	78	$ -					$ -	$ -
Fire Extinguishers	79	$ -					$ -	$ -
Compression Test	80	$ 1,500					$ -	$ 1,500
	81						$ -	$ -
Sales Commission	82	$ -					$ -	$ -
Total Cost		**$ 986,519**	$ -	$ -	$ -	$ -	$ -	**$ 986,519**
Sales Price								
Profit								

Builder/Borrower's Signature

The City of Liberty Missouri

June 8, 2026

AMENDMENT TO DESIGN/COST PROPOSAL

This amendment shall henceforth be binding, incorporated within the contract documents and supersede those original design and cost proposal documents.

This amendment is required to ensure contract conformity with the minimum Scope of Work issued within the project advertisement period, namely the provision for a total of (4) power operated bay doors with a minimum clear height of 15 feet (refer to below SOW excerpt):

5. Access & Security

- Vehicular Access
  - Minimum two (2) overhead garage doors per bay, all positioned on the same side (i.e., not split between opposing or adjacent walls) that shall be:
    - Power-operated.
    - Sized to accommodate fire apparatus, with a minimum clear height of 15 feet.

DESCRIPTION OF DESIGN PROPOSAL AMENDMENT:
Remove (2) 12'2"x12' tall overhead doors in original proposal and replace them with (2) 12'2"x15' o 2" thick two sided steel doors, 27 Gage Stucco embossed exterior with pencil grooves, 27 Gage Stucco embossed interior, R-Value 9.4, commercial white, commercial grade hardware, MO wildload rated, 2" continuous reverse angle mount track, 15" radius horizontals, 15,000 cycle torsion springs, fully weather stripped. Upgrade (2) openers for the new 15' doors. Install (1) opener that was missed in original design proposal- $3069.00. Note: A $55,000 deposit will be billed for July 1, 2026

COST PROPOSAL AMENDMENT $ $989,588.00

Revised Lump Sum Cost

END OF AMENDMENT

CONCURRENCE/ACKNOWLEDGEMENT – Sign this Amendment and attach it to prior to submitted Design and Cost Proposal within the Contract documents.

Design/Build Contractor:

SYLER CONSTRUCTION, INC.
Name of Design/pBuild Contractor Entity

Signature

GERALD SYLER
Printed Name

Exhibit B

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (CONTRACTS OVER $5,000)

Comes now Gerald Syler (name) as Vice-President (office held) first being duly sworn, on my oath, affirm Syler Construction, Inc. (company name) ("Company") is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to 2300 N. Lightburne St. – Exterior Detached Vehicular Garage (10152878) of the City of Liberty and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).

Signature (person with authority)

Gerald Syler
Printed Name

Vice-President
Title

6/10/26
Date

State of Missouri)
) ss.
County of Clay)

Subscribed and sworn to before me this 10th day of June, 2026.

Stephanie A Wetzel
Notary Public

My commission expires:

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars ($100,000.00) or (2) Contractor employees fewer than ten (10) employees.

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting "to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel."

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor's rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: _____
[signature]

GERALD SYBER
Print Name

Its: VICE-PRESIDENT
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name SYLER CONSTRUCTION, INC.

Date 6/10/26

By GERALD SYLER, VICE PRESIDENT
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 32

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

2.01 Contractor shall submit weekly payroll records with each monthly payment application.

2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.

2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.

3.02 The contractor will forfeit a penalty to the City of Liberty of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 024
CLAY 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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$74.08
Boilermaker	$36.40*
Bricklayer-Stone Mason	$64.33
Carpenter	**$66.73**
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$56.22
Plasterer	
Communication Technician	$63.19
Electrician (Inside Wireman)	$72.26
Electrician Outside Lineman	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$36.40*
Glazier	$59.01
Ironworker	$72.20
Laborer	$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$36.40*
Plumber	$81.51
Pipe Fitter	
Roofer	$60.78
Sheet Metal Worker	$78.40
Sprinkler Fitter	$70.79
Truck Driver	$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$52.62
Truck Control Service Driver	
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 fewer 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.

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 Paragraph 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 Paragraph 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,

        5.1.1 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

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).

6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

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

3.1 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 Paragraph 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 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 Paragraph 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 Paragraph 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 Owners 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 Paragraph 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:

5.4.1 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

5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 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:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 Paragraph 5; and

7.3 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 Paragraph 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 periods of limitations 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 for the Contractor for 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:

Reset Form Print Form

MISSOURI DEPARTMENT OF REVENUE

Form **5060**

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	___ ___ / ___ ___ / ___ ___ ___ ___		___ ___ / ___ ___ / ___ ___ ___ ___
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
			___ ___ / ___ ___ / ___ ___ ___ ___

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		___ ___ / ___ ___ / ___ ___ ___ ___

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)
		___ ___ / ___ ___ / ___ ___ ___ ___

Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code

Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)
		___ ___ / ___ ___ / ___ ___ ___ ___

Form 5060 (Revised 11-2019)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit **http://dor.mo.gov/business/sales/sales-use-exemptions.php** for additional information.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID Number: 12490938

Effective Date: 07/11/2002

Your application for sales/use tax exempt status has been approved persuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – GENERAL

SC 1.2.1.1 Add the following new paragraph immediately after Paragraph 1.2.1:

"Owner is a municipality and Owner and Contractor acknowledge and agree that this Agreement constitutes a "Public Works Contract" as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, Owner and Contractor agree that the provisions contained in this Contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. Owner and Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary."

SC-1.2.9 Add the following language at the end of paragraph 1.2.9:

"Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data records for the area in which the project is being constructed. NOAA averages will be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate weather data to support and substantiate Contractor's request for an extension in Contract Time for abnormal weather."

ARTICLE 2 – DESIGN BUILDER'S SERVICES AND RESPONSIBILITIES

SC-2.10.1 Amend the first sentence of paragraph 2.10.1 by replacing the words "one year" with the words "two years".

SC-2.11 Add the following new section "CONDUCT OF DESIGN BUILDER'S EMPLOYEES" immediately after Section 2.10:

The Design Builder shall be responsible for the conduct of Design Builder's employees and the employees of Subcontractors and suppliers on the Work site. The Design Builder shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that is vulgar, profane, or racially or sexually derogatory.

SC-2.12 Add the following new section "WORKING DAYS AND HOURS" immediately after Section 2.11:

1. **Regular working hours will be 7:00 AM to 5:00 PM**
2. **Owner's legal holidays are:**
    a) **New Year's Day**
    b) **Martin Luther King Jr. Day**
    c) **President's Day**
    d) **Memorial Day**
    e) **Juneteenth**
    f) **Independence Day**
    g) **Labor Day**
    h) **Veterans' Day**

i) **Thanksgiving Day**

j) **Day after Thanksgiving**

k) **Christmas Day**

3. No Sunday work shall be allowed.

ARTICLE 3 – OWNER'S SERVICES AND RESPONSIBILITIES

SC 3.2.1.6 Delete Paragraphs 3.2.1.6 in its entirety and insert the following:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-3.4.1.1 Add the following new paragraphs immediately after Section 3.4.1:

The Resident Project Representative (RPR) will be Owner's representative at the Site, will act as directed by and under the supervision of Owner, and will confer with Owner regarding RPR's actions.

1. **General: RPR's dealings in matters pertaining to the Work in general shall be with Owner and Design Builder. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Design Builder.**
2. **Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Design Builder and consult with Owner concerning acceptability.**
3. **Conferences and Meetings: Attend meetings with Design Builder, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.**
4. **Liaison:**
   a. **Serve as Owner's liaison with Design Builder. Working principally through Design Builder's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**
   b. **Assist Owner in serving as Owner's liaison with Design Builder when Design Builder's operations affect Owner's on-Site operations.**
   c. **Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**
5. **Interpretation of Contract Documents: Report to Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Design Builder clarifications and interpretations as issued by Engineer.**
6. **Shop Drawings and Samples:**
   a. **Record date of receipt of Samples and Design Builder-approved Shop Drawings.**
   b. **Receive Samples which are furnished at the Site by Design Builder, and notify Owner of availability of Samples for examination.**

c. Advise Owner and Design Builder of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Owner.

7. Modifications: Consider and evaluate Design Builder's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Owner. Transmit to Design Builder in writing decisions as issued by Owner.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Design Builder's work in progress to assist Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Owner whenever RPR believes that any part of Design Builder's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Design Builder maintains adequate records thereof.

b. Observe, record, and report to Owner appropriate details relative to the test procedures and systems start-ups.

10. Records:

a. Prepare a daily report or keep a diary or log book, recording Design Builder's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Design Builders, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. Reports:

a. Furnish to Owner periodic reports as required of progress of the Work and of Design Builder's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Owner proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Design Builder.

c. Immediately notify Owner of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Design Builder or for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Design Builder are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Ownerr for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

a. Participate in Owner's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b. Participate in Owner's final visit to the Site to determine completion of the Work, in the company of Owner and Design Builder, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Owner concerning acceptance and issuance of the notice of acceptability of the work.

15. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Design Builder, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Design Builder's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Design Builder.

6. **Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner.**

7. **Accept Shop Drawing or Sample submittals from anyone other than Design Builder.**

8. **Authorize Owner to occupy the Project in whole or in part.**

ARTICLE 5 – INSURANCE AND BONDS

SC-5.1.1.1 Add the following paragraph immediately after Paragraph 5.1.1:

Design Builder may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

The limits of liability for the insurance required by Paragraph 5.1.1 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers' Compensation, and related coverages**

State:	**Statutory**
Federal, if applicable (e.g., Longshoreman's):	**Statutory**
Employer's Liability:	
Bodily injury, each accident	**$ 500,520**

2. **Design Builder's Commercial General Liability**

General Aggregate	**$ 3,370,137**
Products - Completed Operations Aggregate	**$ 3,370,137**
Personal and Advertising Injury With employment exclusion deleted	**$ 3,370,137**
Each Occurrence (Bodily Injury and Property Damage)	**$ 3,370,137**

3. **Automobile Liability:**

Combined Single Limit of	**$ 3,370,137**

4. **Excess or Umbrella Liability:**

Per Occurrence	**$ 3,370,137**

General Aggregate	**$**	**2,000,000**

5. Design Builder's Pollution Liability:

Each Occurrence	**$**	**Not Applicable**
General Aggregate	**$**	**Not Applicable**

☒ **If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract**

6. Additional Insureds: Owner

7. Design Builder's Professional Liability:

Each Claim	**$**	**3,370,137**
Annual Aggregate	**$**	**3,370,137**

ARTICLE 10 – CONTRACT ADJUSTMENTS AND DISPUTES

SC-10.3 Rename Section 10.3 from "Arbitration" to 'Dispute Resolutions".

SC-10.3.1 Delete Paragraphs 10.3.1 in its entirety and insert the following:

SC-10.3.1: In the event of any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, both parties agree to waive a jury trial and try all issues to a circuit judge.

SC-10.3.2 Delete Paragraphs 10.3.2 in its entirety and insert the following:

SC-10.3.2: The award of the circuit judge shall be final and binding upon the parties. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

SC-10.3.3 Delete Paragraphs 10.3.3 in its entirety and insert the following:

SC-10.3.3: Design-Builder and Owner expressly agree that any dispute resolution pursuant to this Section 10.3 may be joined or consolidated with any dispute resolution involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

SC-10.3.4 Delete Paragraphs 10.3.4 in its entirety and insert the following:

SC-10.3.4: The prevailing party in any dispute resolution, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding circuit judge.

SC-10.6 Add the following new paragraph immediately after Section 10.5

SC-10.6 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 13 MISCELLANEOUS

SC 13.10 Add the following new paragraph "Tax Exemption" after Section 13.9

Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.

1. **Owner will furnish the required certificates of tax exemption to Design Builder for use in the purchase of supplies and materials to be incorporated into the Work.**
2. **Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Design Builder, or to supplies or materials not incorporated into the Work.**

SC 13.11 Add the following new paragraph "Prevailing Wage Laws" after Section 13.10

Design Builder, subcontractors and sub-subcontractors of all tier shall comply in all respects with the prevailing wage law as of the State of Missouri that apply to the work. The requirements of Missouri's prevailing wage law (Section 290.210 to 290.340, RSMo), prevailing wage law rules (8 CSR 30-3.010 to 8 CSR 30-3.060), Annual Wage Order issued by the Department of Labor and Industrial Relations, and any applicable Annual Incremental Wage Increases to the Annual Wage Order are hereby incorporated into this Subcontract and shall be collectively referred to as the "Prevailing Wage Requirements." Owner shall not be responsible for assisting in providing any required documentation necessary to demonstrate compliance with the prevailing wage requirements, but Owner reserves the right to investigate any complaint and to audit the payroll records of Design Builder, subcontractors and sub-subcontractors for the purpose of verifying compliance with the prevailing wage requirements, assessing statutory penalties for any violation, and/or withholding any sums due any workmen. Owner may elect to require Design Builder to demonstrate compliance with the prevailing wage requirements by it and its subcontractors of any tier prior to tendering any payment. Design Builder shall contractually require that its subcontractors and sub-subcontractors of any tier comply with this section to the same extent as Design Builder is required to comply and shall ensure that not less than the legally required rates are paid to all workmen employed in the construction of the work.

SC- 13.12 Add the following new paragraph "OSHA Requirements" after Section 13.11

Design Builder and each of its subcontractors and tier subcontractors of any level shall comply with RSMo. 292.675 and provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project.

SC- 13.13 Add the following new paragraph "E-Verify Requirements" after Section 13.12

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000.00) with a political subdivision of the State of Missouri must, as a condition to the award of any such contract, be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the Owner (to the extent allowed by E-Verify). Accordingly, Design Builder shall require all subcontractors and tier subcontractors, of any level, to affirm enrollment in such a federal work authorization program and shall require a sworn affidavit to that effect, which affidavit shall also state that the Subcontractor and its sub-subcontractors do not knowingly employ any person who is an unauthorized alien in connection with the services to be provided to the Owner in the form required by Owner, at any point during the term of the Contract, if requested by Owner.

SC- 13.14 Add the following new paragraph "Design Services" after Section 13.13

Design-Builder is not a licensed or authorized architect or engineer and Owner acknowledges that it is contracting with Design-Builder to merely furnish, but not to perform, design services. Owner further acknowledges that Design-Builder will subcontract all design services and such services shall be performed by licensed design professionals, duly authorized and registered to render such services in the state in which the Project is located. With this understanding, Owner waives any defense to an action by Design-Builder to enforce this Agreement which defense relates to Design-Builder's authorization to render design services in the state in which the Project is located.

SC- 13.15 Add the following new paragraph "Recovery for Professional Errors" after Section 13.14

Owner agrees that Owner's recovery for claims of professional errors and omissions (under contract, tort or any other theory of law) shall be limited to the amount recoverable from the design professionals retained by the Design-Builder, including errors and omissions insurance coverage carried by the Architect and the other design professionals retained by the Design-Builder, plus the Fee paid to the Design-Builder on the cost of those design services provided by Design-Builder. Owner shall be a third party beneficiary of the Agreement between Design-Builder and Architect or other design professionals retained by Design-Builder for purposes of recovering against Architect or those other design professionals for damages or losses of Owner caused by professional errors and omissions under this clause.

SC- 13.16 Add the following new paragraph "Tax Exempt Letter" after Section 13.15

The Owner, in order to take advantage of its tax exemption, shall provide the Design-Builder with a copy of its current Tax Exemption letter and shall execute and deliver to the Design-Builder an original Project Exemption Certificate for use by Design-Builder, Contractors, subcontractors, and suppliers in the purchase of materials, equipment and other property for the Project. The sales and/or use tax saved by use of Owner's Tax Exemption will not be included in the Guaranteed Maximum Price established under this Agreement.

SC- 13.17 Add the following new paragraph "Indemnification from Sales Tax" after Section 13.16

The Owner agrees to defend, indemnify, and hold harmless Design-Builder, Contractors, subcontractors, and suppliers against any liability for sales tax, compensating use tax, interest, penalty, and attorney's fees incurred as a result of the failure to pay sales or use tax upon the value of materials, equipment or other property purchased by Design-Builder, Contractors, subcontractors, or suppliers in accordance with the procedure set forth in this Agreement. This indemnity shall survive the acceptance of final payment by Design-Builder or other termination of the Agreement.

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2022 Edition); DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition); DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2022 Edition); or DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2022 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, for DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any. For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects,* the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under

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Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

1.2.11 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.12 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum* Price or with Section 2.3 of DBIA Document No. 544, *Progressive Design-Build Agreement,* or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects.*

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

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Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work

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prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including

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those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

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Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way

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to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. If the parties have opted in Section 11.1 of the Agreement to establish a limited time frame for the warranty set forth in this Section, the warranty in this section shall be limited to the time frame set forth in Section ____ of the Agreement. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-

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Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract

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Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims,

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losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in

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the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

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5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis

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for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved

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Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's

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option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.3 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed

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directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

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Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

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9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

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10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

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10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

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11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during

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the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

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11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall

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also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future

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performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2026

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).

PRODUCER	CONTACT NAME: Dustin Eils	
Eils & Associates Insurance Group 7501 Mission Road Suite 203 Prairie Village KS 66208	PHONE (A/C, No, Ext): (913) 296-7543	FAX (A/C, No):
	E-MAIL ADDRESS: service@eainsure.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Syler Construction Inc 255 W 19Th St Ste E Suite E Kearney MO 64060-7474	INSURER A : Owners Insurance Company	32700
	INSURER B : Auto-Owners Insurance Co	18988
	INSURER C : Stonetrust Insurance	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2582905865 **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			75718812	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Cyber Liability	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 50,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5471881200	09/01/2025	09/01/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV0030837	09/01/2025	09/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Fire Station #3, Liberty MO

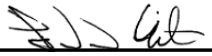
CERTIFICATE HOLDER

City of Liberty, MO
101 East Kansas St
Liberty MO 64069

CANCELLATION

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



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The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026
A/R No.: 2026-246

Department: Fire

Submitted By: Chris Young, Fire Division Chief Support Services

Subject: Ordinance approving a four-year service agreement between the City of Liberty and Zoll Medical Corporation for the purchase of five Zoll Autopulse NXT's in an amount not to exceed $113,950.47

Summary:
Replacement of current outdated CPR Machines

Background:
In 2016, the Fire Department purchased four mechanical CPR devices to assist personnel in providing consistent, high-quality chest compressions during cardiac arrest incidents. Since that time, advances in technology have significantly improved the capabilities and effectiveness of mechanical CPR devices, contributing to improved patient care and outcomes.

The Department's EMS Committee evaluated three different mechanical CPR systems and conducted a comprehensive review of each product's performance, functionality, and compatibility with existing equipment. While the Zoll AutoPulse NXT system represented the highest initial cost, the committee determined it provides the highest quality patient care and offers seamless integration with the Department's existing Zoll cardiac monitors, software platforms, and ventilators. This integration enhances operational efficiency, improves data collection and patient documentation, and supports a more coordinated approach to patient care. The maintenance agreement aligns with our current PM schedule, which reduces downtime and the use of multiple vendors.

In addition to replacing the Department's four existing devices, a fifth Zoll AutoPulse NXT unit is being recommended to equip the Department's new fifth ambulance.

Staff recommends approval of the purchase of five Zoll AutoPulse NXT mechanical CPR devices and a maintenance agreement from Zoll Medical Corporation in an amount not to exceed $113,950.47.

Previous Action (if applicable):
Previously purchased four (4) Defibtech CPR Machines in 2016. These machines are 10-year-old and near the end in their life cycle.

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: 06/11/2026
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 356-70001-305 Line Item:	Amount: $113,950.47 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Zoll Ordinance
2. CSTOC Zoll NXT CPR machines
3. ZOLL Medical Corporation Bid and Terms

DOCUMENT NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FOUR-YEAR SERVICE AGREEMENT BETWEEN THE CITY OF LIBERTY AND ZOLL MEDICAL CORPORATION FOR THE PURCHASE OF FIVE ZOLL AUTOPULSE NXT'S IN AN AMOUNT NOT TO EXCEED $113,950.47

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves the services agreement by and between the City of Liberty, Missouri and Zoll Medical Corporation in an amount not to exceed ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED FIFTY AND 47/100 DOLLARS ($113,950.47), a copy of said agreement being incorporated by reference and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to signed the agreement more fully described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED by the City Council this ____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

To: Citizen Sales Tax Oversight Committee
From: Peter Vanness
Subject: Zoll NXT CPR Machines
Date: May 29, 2026

BACKGROUND:

In 2016 the Liberty Fire purchased 4 automatic Cardio Pulmonary Resuscitation machines in order to meet the 2015 American Heart Standards of preforming high-quality CPR in the vent of a cardiac arrest. The current machines have superseded their life expectancy and are outdated. We are requesting the purchase of 5 new CPR machines.

DISCUSSION:

During the acquisition process for updating Liberty fire CPR machines, The EMS committee viewed and demonstrated CPR machines from three (3) different manufactures. Due to the high standards, quality control and ease of integration with other Zoll EMS equipment, the committee recommended Zoll Medical NTX CPR machines. Zoll medical is part of the Sourcewell cooperative purchasing agreement and Liberty fire has made several large purchases from Zoll over the past several years (Zenix Ekg monitors, and the Zoll Z vent ventilator.

Staff recommends the purchase of 5 Zoll NXT CPR machines from Zoll Medical in the amount not to exceed $113,950.47

ACTION REQUESTED/RECOMMENDATION:

Staff requests review of the proposal to determine if it meets voter intent.

Attached is the current quote from Zoll medical

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-139014 Version: 1

Liberty Fire Department
200 W Mississippi St
Liberty, MO 64068

ZOLL Customer No: 148329

Pete Vanness
8164394310
pvanness@libertymo.gov

Quote No: Q-139014
Version: 1

Issued Date: April 10, 2026
Expiration Date: June 30, 2026

Terms: Net due in 30 days

FOB: Shipping Point

Freight: Prepay & Add

Prepared by: Lori Rohling
EMS Territory Manager
lrohling@zoll.com
+1 7734740916

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8700-001070-01	**AutoPulse NXT Platform** Includes: AutoPulse NXT Platform, 1 year factory warranty.	5	$17,804.58	$15,525.59	$77,627.95
2		8700-001071-01	**AutoPulse NXT Charger** Battery Charger for AutoPulse NXT Platform	3	$3,590.58	$3,130.99	$9,392.97
3		8700-001012-01	**AutoPulse NXT Lithium Battery**	15	$1,588.26	$1,384.96	$20,774.40
4		8700-001090-01	**AutoPulse NXT Bands (3 Pack)**	5	$410.97	$0.00	$0.00
5		8700-001080-01	**AutoPulse NXT, Backpack**	5	$837.39	$730.20	$3,651.00
6		8700-001017-01	**AutoPulse NXT Shoulder Restraint**	5	$92.70	$80.83	$404.15
7		8778-890004-WF-NXT	**AutoPulse NXT Worry-Free Service Plan - 4 Year At Time of Sale** Includes: Preventive maintenance per ZOLL's recommendation, Repairs: Parts and labor per ZOLL Limited Product Warranty, and minimum service fee waived, and Accidental damage coverage (see below). Shipping and use of a Service Loaner upon request during device service, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	5	$5,800.00	$5,220.00	$26,100.00
8		7800-000224-61	**Other Mechanical CPR Trade In Allowance** See Trade Unit Considerations.	4		($6,000.00)	($24,000.00)

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Liberty Fire Department
Quote No: Q-139014 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
						Subtotal:	$113,950.47
						Total:	**$113,950.47**

Trade Unit Considerations
Trade-In values valid through June 30, 2026 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/terms-and-conditions-of-sale, for software products can be found at https://www.zoll.com/software-legal, and for ExpertCare Service Plans can be found at https://www.zoll.com/ExpertCare-Service-Terms. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105 Federal ID# 04-2711626

Phone: (800) 348-9011 Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-139014 Version: 1

Liberty Fire Department
200 W Mississippi St
Liberty, MO 64068

ZOLL Customer No: 148329

Pete Vanness
8164394310
pvanness@libertymo.gov

Quote No: Q-139014
Version: 1

Issued Date: April 10, 2026
Expiration Date: June 30, 2026

Terms: Net due in 30 days

FOB: Shipping Point

Freight: Prepay & Add

Prepared by: Lori Rohling
EMS Territory Manager
lrohling@zoll.com
+1 7734740916

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8700-001070-01	**AutoPulse NXT Platform** Includes: AutoPulse NXT Platform, 1 year factory warranty.	5	$17,804.58	$15,525.59	$77,627.95
2		8700-001071-01	**AutoPulse NXT Charger** Battery Charger for AutoPulse NXT Platform	3	$3,590.58	$3,130.99	$9,392.97
3		8700-001012-01	**AutoPulse NXT Lithium Battery**	15	$1,588.26	$1,384.96	$20,774.40
4		8700-001090-01	**AutoPulse NXT Bands (3 Pack)**	5	$410.97	$0.00	$0.00
5		8700-001080-01	**AutoPulse NXT, Backpack**	5	$837.39	$730.20	$3,651.00
6		8700-001017-01	**AutoPulse NXT Shoulder Restraint**	5	$92.70	$80.83	$404.15
7		8778-890004-WF-NXT	**AutoPulse NXT Worry-Free Service Plan - 4 Year At Time of Sale** Includes: Preventive maintenance per ZOLL's recommendation, Repairs: Parts and labor per ZOLL Limited Product Warranty, and minimum service fee waived, and Accidental damage coverage (see below). Shipping and use of a Service Loaner upon request during device service, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	5	$5,800.00	$5,220.00	$26,100.00
8		7800-000224-61	**Other Mechanical CPR Trade In Allowance** See Trade Unit Considerations.	4		($6,000.00)	($24,000.00)

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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
						Subtotal:	$113,950.47
						Total:	**$113,950.47**

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To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/terms-and-conditions-of-sale, for software products can be found at https://www.zoll.com/software-legal, and for ExpertCare Service Plans can be found at https://www.zoll.com/ExpertCare-Service-Terms. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

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Liberty Fire Department
Quote No: Q-139014 Version: 1

Order Information (to be completed by the customer)

[ ] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[ ] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[ ] Yes PO Number: _____PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[ ] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Liberty Fire Department
Authorized Signature:

Name: _____

Title: _____

Date: _____

ZOLL Standard Commercial Terms and Conditions

Effective Date: March 13, 2023

1. GENERAL. This agreement constitutes the entire agreement between the Customer and ZOLL with respect to the purchase and sale of the products described in the EDI transmission, and only representations or statements contained herein shall be binding upon ZOLL as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon ZOLL unless made in writing and signed by a duly authorized representative of ZOLL. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by the Customer. To the extent that this writing may be treated as an acceptance of the Customer's prior offer, such acceptance is expressly made conditional on assent by the Customer to the terms hereof, and, without limitation, acceptance of the goods by the Customer to the terms hereof, and, without limitation, acceptance of the goods by the Customer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in current contracts, payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid. The Customer is responsible for all Attorney or Agency fees incurred by ZOLL due to actions taken as a result of default in payment. ZOLL reserves the right at any time to change or rescind payment terms based on assessment of Customer's financial condition or prior payment record.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES. The pricing quoted does not include sales use, excise, or other similar taxes or any duties or customs charges. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation). In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. SHIPPING & HANDLING. The pricing quoted does not include any shipping & handling charges. The Customer shall pay in addition for the prices quoted the amount of any shipping & handling charges.

7. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the

Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation: (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) If the Customer receives authorization from ZOLL Medical Corporation to return a product for credit; then the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product. (c) Any change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price. Notwithstanding the foregoing, products categorized as consumables or disposables (for example electrodes, catheters, cartridges, and related accessories) are non-returnable unless the products (a) were shipped in error by ZOLL and are returned within thirty (30) calendar days of the invoice date, (b) are non-conforming or defective and returned within the applicable warranty period, or (c) are those of which ZOLL specifically authorized in writing for return. Products returned without ZOLL's prior written authorization shall be refused. Products authorized for return and returned within thirty (30) calendar days must be unopened, undamaged and properly packaged by the Customer to prevent damage during shipping. ZOLL will not issue a return credit for products that are damaged during shipment. The customer is responsible for any return freight charges.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments without in any way affecting its right under such order. If, despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This agreement may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. TRADEMARKS. Customer shall not use ZOLL’s name, logo, trademarks, trade names, trade dress, design, look and feel or other proprietary rights (together “Proprietary Rights”) in any of its advertising, promotional communications, publications or other work without the prior written permission of ZOLL. Any such use shall be solely for the purpose of identifying ZOLL as the source of the referenced product(s) and shall not imply any other relationship between ZOLL and

Customer. Customer must not remove, obfuscate, deface, cover or alter any ZOLL mark or other mark nor add any ZOLL mark or other mark to any materials provided by ZOLL nor to any Product or its packaging. Neither Customer nor its agents will register or use any trademark that may cause confusion with ZOLL Proprietary Rights.

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026
A/R No.: 2026-247

Department: Public Works **Submitted By:** John Findlay, City Engineer

Subject: Ordinance approving a contract with The Wilson Group, Inc. for the City of Liberty – IT Room Remodel (Project 25-017) in an amount of $138,600.00 with funding authorization up to and in a not to exceed amount of $153,000.00

Summary:

- Approve a contract with The Wilson Group, Inc. for the remodel of the IT area on 2nd floor of City Hall.

Background:
The City IT Department consists of up to 9 staff members. Since the old data center was moved down to its new dedicated room in the basement, the existing space needs to be repurposed into offices. The new design is a lot more efficient, making it much easier to comfortably accommodate the IT Department team as they move from 8 to 9 people in the space.

This contract would resolve this issue by authorizing a contract with The Wilson Group, Inc. to remodel the current IT Department area. The scope includes providing stamped building permit level plans and constructing the improvements. The Wilson Group was selected through Sourcewell, which is a cooperative purchasing program. Sourcewell cooperative purchasing is a government agency that streamlines procurement by pooling the buying power of over 50,000 government, education, and nonprofit organizations. It handles competitive solicitations on behalf of its members, allowing them to purchase pre-vetted products and services directly.

The contract amount is $138,600.00. In addition to the contract amount, staff requests additional authorization to spend up to $153,000.00. This addition is a contingency to account for unforeseen circumstances during construction. Funding for the project is in the Limited Capital budget.

Staff recommends approval of a contract with The Wilson Group, Inc. for Project 26-017 (City of Liberty - IT Room Remodel - City Hall) in an amount of $136,800.00 with authorization to spend up to $153,000.00.

Previous Action (if applicable):
N/A

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

x **Budgeted:**	Line Item: 350-70020-160-000000 Line Item:	Amount:$138,600.00 with authorization to spend up to $153,000.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Odinance - Approve contract with The Wilson Group, Inc. for the IT Area Remodel
2. Contract - Liberty IT Remodel The Wilson Group

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH THE WILSON GROUP, INC. FOR THE CITY OF LIBERTY – IT ROOM REMODEL (PROJECT 25-017) IN AN AMOUNT OF $138,600.00 WITH FUNDING AUTHORIZATION UP TO AND IN A NOT TO EXCEED AMOUNT OF $153,000.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and The Wilson Group, Inc. for the City of Liberty – IT Room Remodel (Project 25-017) with a bid amount of ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($138,600.00), with funding authorization up to and in a not to exceed amount of ONE HUNDRED FIFTY-THREE THOUSAND AND 00/100 DOLLARS ($153,000.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ___ day of _____, 2026.

_____
MAYOR, Greg Canuteson

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2026.

_____
MAYOR, Greg Canuteson

City of Liberty, Missouri
CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made and effective as of _____, ___ 202__, by and between the **City of Liberty,** a Missouri municipal corporation, hereinafter referred to as "CITY", and **The Wilson Group, Inc.,** located at **13510 Oak Street, Kansas City, MO 64145** hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: **Project 26-017 (City of Liberty - IT Room Remodel - City Hall)**

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

[ ] a sum not to exceed **$138,600.00**.

or (if above box is not checked):

[x] such amount as is set forth on an attached **Exhibit A** that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: _____
_____.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, as defined within Exhibit A, and shall be performed so as not to delay or hinder City's schedule for the Project. Failure to complete the Work in a reasonable manner, as defined within Exhibit A, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of $250.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR

By: _____

Title: President

DATED: 6/11/26

CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor City of Liberty

DATED: _____

ATTEST: _____

CITY OF LIBERTY
CONTRACTING SERVICES AGREEMENT
GENERAL CONDITIONS

1. **Independent Contractor**.
The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. **Compliance with Laws**.
The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA
If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage
Consultant further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The consultant will forfeit a penalty to the City of $100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Consultant or subcontractor that required payment of prevailing wage under state law. *A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached as an exhibit and made a part hereof.*

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

3. **Subcontracts**.
The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

It is the intention of the Contractor to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Contracted Services
NEW HORIZONS	2316 TROOST AVE. KCMO 64108	ABATEMENT / DEMO
Electric One	7312 Northeast Antioch Rd. Gladstone MO. 64119	Electrical
Alliance	7131 W 135th #1172 Overland Pk, KS 66223	Carpentry

4. **Indemnification**.
To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

5. **Attorney Fees' and Costs.**
The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. **Taxes.**
The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City. Tax exempt certificates indicating this tax-exempt status are furnished as attachments to this Contract.

7. **Insurance**.
Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued be such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above $50,000.00 is not permitted.

8. **Nondisclosure**.
The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

9. **Changes**.
No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

10. **Termination**.
The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

11. **Multi-year contracts; Non-appropriation**.
Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

12. **Accounting**.
During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

13. **Other Contractors**.

The City reserves the right to employ other Contractors in connection with the Work.

14. **Request for Proposals**.
If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A,** "Scope of Work").

15. **Project Records and Work Product**. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

16. **Site Operations**. Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

17. **Personnel**. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

18. **Compliance with State Immigration Statutes**.

As a condition for the award of this Agreement, the Contractor 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 with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri 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.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

For all contracts with a total potential value of $100,000 or more and contractors with ten (10) or more employees: Contractor shall comply with Section 34.600 RSMo. (the Anti-Discrimination against Israel Act) including executing the certification attached as **Exhibit C** hereto.

19. **Representations.**
Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

20. **Other Representations, Warranties, and Covenants by the Contractor.**
The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

21. **Governing/Choice of Law.**
This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

22. **Counterparts.**
This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

23. **Bonds.**
The Contractor shall be responsible for providing all bonds and associated bond expenses required as part of this agreement.

24. **Permits and Licenses and Easements.**
The Contractor shall be responsible for obtaining all permits and licenses and for incurring all expenses associated with those permits and licenses prior to proceeding with the scope of work and services described in this agreement. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

The City shall be responsible for obtaining all necessary easements or other property interests necessary for the scope of work and services described in this agreement.

25. **Hours of Performance.**
Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7:00 AM to 5:00 PM central time, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld.

26. **Inspection and Maintenance.**
Materials or workmanship not conforming to:
    a. the City's standard design criteria
    b. the City's technical specifications
    c. job specifications

shall not be accepted by the City and shall be replaced at no cost to the City.

Contractor shall maintain and keep clean the project site and adjacent public Right of Way (ROW). The City reserves the right to require the Contractor to clean the project site and adjacent public ROW at no cost to the City.

27. **Other Special Provisions.**
The special provisions are set forth in **Exhibit A** and are incorporated herein by reference and made a part hereof.

28. **Additional Contract Documents.**
The following additional documents are incorporated herein by reference and made a part hereof:
    a. Exhibit A – Scope of Services and Insurance Requirements
    b. Exhibit B – Affidavit of Participation in Federal Work Authorization Program
    c. Exhibit C – Anti-Discrimination Against Israel Act Certification
    d. Prevailing Wage Requirements
    e. Payment Bond
    f. American Products Requirements
    g. Tax Exemption Certificate
    h. Technical Specifications
    i. Debarment and Suspension Form

The documents listed in General Conditions Section 28 are attached to this Agreement (except as expressly noted otherwise above).
    a. There are no Contract Documents other than those listed above in this Article 28.
    b. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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Work Order Signature Document

Date:	May 22, 2026
ezIQC Contract:	**Sourcewell ezIQC** 2022 Region 3 - Greater Kansas City - GC - The Wilson Group-Option 3 - MO-R3-GC03-051222-TWG
Job Order Number:	149015.00
Job Order Title:	City of Liberty- IT Room Remodel

Work to be Performed

Work to be performed as per the Final Detail Scope of Work attached as per the terms and conditions of Sourcewell ezIQC contract MO-R3-GC03-051222-TWG.

Brief Work Order Description:

Liquidated Damages: **Will Apply:** ☐ **Will not apply:** ☒

Job Order Firm Fixed Price: **$138,600.00**

Approvals

Sherri McIntyre, Project Manager — **Date**

Richard Alery, Project Manager — 6/12/26 — **Date**

Sourcewell - Missouri
202 12th Street NE
Staples, Minnesota 56479

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Date: 5/22/2026

Job Order Contracting

Detailed Scope of Work

To: Sherri McIntyre
City of Liberty
101 E Kansas St
Liberty, MO 64068
(816) 566-4255

From: Richard Alery
The Wilson Group
13510 Oak ST
Kanas City, MO 64145
(816) 537-0212

Contract:	2022 Region 3 - Greater Kansas City - GC - The Wilson Group-Option 3 - MO-R3-GC03-051222-TWG
Job Order No.:	149015.00
Job Order Title:	City of Liberty- IT Room Remodel
Location:	City of Liberty 1600 S. Withers Liberty, MO 64068

Brief Scope:

Detailed Scope:

City of Liberty IT Remodel Project
- Demo IT Walls per Plan Sheetz
-(5) total walls
-Insulation
-Keep wiring where possible for reuse
- Demo existing Ceiling Grid & Tile
-Install New Grid / Tile
-Standard 2x2 lay in Armstrong
- Demo Hallway door from existing server room.
-Move utilities that are in that opening for new framing and infill
- Demo 5 internal doors
-Re-use (2) of 5 doors in New Layout.
-Provide and install new Hollow metal door frames (2)
- Maintain Plenum Air Return Vent on the Northwest Server Room Wall.
-Fur out the 14' 8" wall w/1.5" studs
-Install 1.5" mineral fiber wool for sound deadening
-Install 5/8" gypsum board
-Prep for paint
- Demo Electrical Server Power Back to designed locations.
-Power Panels are on same floor
-Remove wire and conduits to Panel Box
-blank off spare location within panel
-Update panel schedule
- Build Temp Walls around Server rack to remain in Open area
- Demo existing Carpet
-Install New Carpet Squares
-Shaw 2x2 tile & rubber cove base
- Install metal stud walls per plans
-(10-11) New Walls x 5/8" gyp walls.
-Insulate walls.
- Install Electrical in walls
-Outlets per plans
-Using MC Steel Flex
-Re-use of existing wire as needed.
- Install AV per plans
-Mud rings for AV
-Wire installed via City
- Prep walls for paint
- Paint all walls
-New walls (1) coat primer (2) coats paint
-Existing walls (2) coats paint
- Remove Debris & Clean.

Exclusions:
- Quote is good for 15 days.
- Overtime.
- Environmental Hazards not foreseeable.

Richard Alery, Contractor Project Manager — **Date** 6/12/26

Sherri McIntyre, Owner Project Manager — **Date**

Price Proposal Summary Package Report

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	$27,469.48	$0.00	$0.00	$27,469.48
02	Existing Conditions	$5,290.52	$0.00	$0.00	$5,290.52
03	Concrete	$1,531.33	$0.00	$0.00	$1,531.33
07	Thermal And Moisture Protection	$2,891.78	$0.00	$568.37	$3,460.15
08	Openings	$5,941.95	$0.00	$935.47	$6,877.42
09	Finishes	$55,138.35	$0.00	$1,896.41	$57,034.76
11	Equipment	$846.23	$0.00	$0.00	$846.23
23	Heating, Ventilating, and Air-Conditioning (HVAC)	$309.95	$0.00	$0.00	$309.95
26	Electrical	$30,037.07	$0.00	$5,743.09	$35,780.16
Line Count: 69			**Proposal Total:**		**$138,600.00**
		The Percentage of Non Pre-Priced on this Proposal:			**0.0%**

EZIQC Price Proposal Detail Package Report

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01 General Requirements — $27,469.48

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000049	Mileage For Professional Services (Engineering, Surveying, Etcetera)	Install	752.00	$0.67	MI	1.2155	$612.42

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: 47miles/4visits/4personal

Item Note: For use only when the Owner directs the contractor to use personnel whose base of operations is more than 100 miles from the site. Quantity shall be miles that exceed 100.

Total: **$612.42**

2	012220000054	Principal Architect	Install	10.00	$243.20	HR	1.2155	$2,956.10

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

Total: **$2,956.10**

3	012220000055	Senior Architect	Install	40.00	$179.20	HR	1.2155	$8,712.70

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

Total: **$8,712.70**

4	012220000060	Draft Person	Install	27.00	$71.68	HR	1.2155	$2,352.43

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

Total: **$2,352.43**

5	015526000054	Type III Barricade, Up To 5' Wide With Three Reflective Rails	Install	3.00	$43.34	MO	1.2155	$158.04

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

Total: **$158.04**

6	015616000033	Zip Wall Kit And ICRA Dust Control Awareness Barrier (Per LF Of Wall)	Install	45.00	$8.41	LF	1.2155	$460.01

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$460.01**

7	015616000060	5/8" Oriented Strand Board (OSB) Wall Sheathing On One Side, Temporary Wood Stud Wall, 16" On Center	Install	133.00	$4.97	SF	1.2155	$803.46

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$803.46**

8	015616000060	For Metal Studs 24" On Center, **MOD: 0107** Add/Deduct	Install	133.00	$0.90	SF	1.2155	$145.50

Total: **$145.50**

9	015616000087	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor Protection	Install	357.00	$1.02	LF	1.2155	$442.61

Includes Labor Yes **Includes Equipment No** **Includes Materials Yes**

User Note: Floor protection thru Hallways and lobby floors

Item Note: Includes removal after use.

Total: **$442.61**

10	017113000002	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck	Install	3.00	$377.07	EA	1.2155	$1,374.99

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: materials and equipment mobilization thru county construction zone to elevator/stairs thru finance department to 2nd floor

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.

Total: **$1,374.99**

11	017413000002	Clean Miscellaneous Surfaces, Wipe Down With Mild Detergent	Install	22.00	$16.51	CSF	1.2155	$441.49

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: Daily Clean Up of Construction Area

Item Note:

Total: **$441.49**

12	017419000004	30" Diameter, Steel Temporary Debris Chute	Install	80.00	$55.31	LF	1.2155	$5,378.34

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$5,378.34**

13	017419000016	40 CY Dumpster (6 Ton) "Construction Debris"	Install	4.00	$734.58	EA	1.2155	$3,571.53

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

Total: **$3,571.53**

14	017419000016	For Each Ton Over Indicated Amount, Add **MOD: 0003**	Install	0.50	$98.50	EA	1.2155	$59.86

Total: **$59.86**

02 Existing Conditions **$5,290.52**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
15	024116130020	By Pneumatic Tools/Hand, Wood Frame Construction Building Demolition	Install	27.00	$44.87	CCF	1.2155	$1,472.57

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$1,472.57**

16	024119130367	Core Drill Minimum Charge	Install	1.00	$737.79	EA	1.2155	$896.78

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: Work in existing Server room during demo and work being done in conference room.

Item Note: For projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth" or "Drilling In Wood Or Plastic Per Inch Of Depth".

Total: **$896.78**

17	024119160011	Demolish Suspended Plastered Ceiling And Suspension System	Install	850.00	$1.30	SF	1.2155	$1,343.13

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$1,343.13**

18	024119160046	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides	Install	467.00	$2.78	SF	1.2155	$1,578.04

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$1,578.04**

03 Concrete — $1,531.33

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
19	030130710044	Up To 1/4" Wide, Sanded Acrylic Latex, Gravity Fed Non-Structural Crack Repair For Concrete, Surface Applied With Caulk Gun (Quikrete® Concrete Repair)	Install	147.00	$4.97	LF	1.2155	$888.03

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: Floor patch at new flooring locations. Increased qty due to flooring scope

Item Note:

Total: **$888.03**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
20	033513000006	Steel Trowel, Concrete Floor Finish	Install	365.00	$1.45	SF	1.2155	$643.30

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: floor finish concrete

Item Note:

Total: **$643.30**

07 Thermal And Moisture Protection — $3,460.15

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
21	072116000004	3-1/2" Thick, Kraft Faced, R-13 Fiberglass Flexible Insulation	Install	745.00	$1.54	SF	1.2155	$1,394.54
			Demo:	326.000000	$0.40	SF	1.2155	$158.50

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$1,553.04**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
22	078413190002	1" Diameter Hole With 1/2" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB +)	Install	21.00	$17.57	EA	1.2155	$448.48

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$448.48**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
23	079213000041	1/2" x 1/2" Joint, Polyurethane Sealant And Caulking	Install	2.00	$431.41	CLF	1.2155	$1,048.76
			Demo:	4.000000	$84.30	CLF	1.2155	$409.87

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$1,458.63**

08 Openings — $6,877.42

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
24	081213130008	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame	Install	2.00	$783.34	EA	1.2155	$1,904.30
			Demo:	6.000000	$86.96	EA	1.2155	$634.20

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$2,538.50**

25	081473000031	3'-0" x 6'-8" x 1-3/4" Thick, Hollow Core (HC), Birch Faced Wood Pocket Door	Install	4.00	$830.45	EA	1.2155	$4,037.65
			Demo:	6.000000	$41.31	EA	1.2155	$301.27

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: These will be Birch, sense we are painting.

Item Note:

Total: **$4,338.92**

09 Finishes **$57,034.76**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
26	090120910004	>4 To 8 SF, Cut And Patch Hole In Gypsum Board To Match Existing	Install	331.00	$10.98	SF	1.2155	$4,417.59

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$4,417.59**

27	090160910012	Grinding Of Existing Concrete Floor Prior To Installation Of Flooring	Install	115.00	$7.50	SY	1.2155	$1,048.37

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: existing adhesive prior to installation

Item Note: Up to 1/8" of material per pass

Total: **$1,048.37**

28	090190520015	Hand Scrape, Repair And Sand Severely Damaged Drywall Surfaces, Surface Preparation	Install	119.00	$0.99	SF	1.2155	$143.20

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$143.20**

29	092216130008	1-5/8" Width, 16" On Center, 20 Gauge, Non-Load Bearing, Non-Structural, Galvanized Steel Stud Framing With Tracks And Runners	Install	483.00	$3.10	SF	1.2155	$1,819.97
			Demo:	0.000000	$0.58	SF	1.2155	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$1,819.97**

30	092216130010	3-5/8" Width, 16" On Center, 20 Gauge, Non-Load Bearing, Non-Structural, Galvanized Steel Stud Framing With Tracks And Runners	Install	725.00	$3.88	SF	1.2155	$3,419.20
			Demo:	0.000000	$0.64	SF	1.2155	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$3,419.20**

31	092236130004	5/8" Thick, Installed On Studs Or Furred Walls, Plaster Base Gypsum Panel	Install	1,029.00	$2.49	SF	1.2155	$3,114.37
			Demo:	1,029.000000	$0.51	SF	1.2155	$637.88

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$3,752.25**

32	092313000021	Smooth Finish Three Coats Gypsum Plaster On Walls		Install	1,111.00	$5.76	SF	1.2155	$7,778.42
				Demo:	0.000000	$3.26	SF	1.2155	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$7,778.42**

33	095113000003	2' x 2' x 3/4" Thick, Square Edge, Fiberglass Acoustical Ceiling Panel (Armstrong Optima®)		Install	988.00	$8.01	SF	1.2155	$9,619.32
				Demo:	988.000000	$0.34	SF	1.2155	$408.31

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$10,027.63**

34	095323000014	12 Gauge Ceiling Suspension Wire (Seismic Control Or Where Required) For Suspended Ceiling		Install	2,233.00	$0.69	LF	1.2155	$1,872.81

Includes Labor Yes **Includes Equipment No** **Includes Materials Yes**

Total: **$1,872.81**

35	095323000021	Removal And Reinstallation Of 2' x 2' Or 2' x 4' Acoustical Ceiling Tile And Grid Assembly		Install	66.00	$2.40	SF	1.2155	$192.54

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$192.54**

36	096513130011	4-1/2" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors		Install	333.00	$5.77	LF	1.2155	$2,335.47
				Demo:	0.000000	$1.09	LF	1.2155	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$2,335.47**

37	096513130011	For >240 To 960, Deduct	**MOD: 0456**	Install	333.00	-$0.47	LF	1.2155	-$190.24

Total: **-$190.24**

38	096513330005	Removal Of Glue From Concrete Floor		Install	899.00	$1.09	SF	1.2155	$1,191.08

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$1,191.08**

39	096813000031	42 Ounce, Patterned, Nylon Carpet Tile		Install	166.00	$75.96	SY	1.2155	$15,326.68
				Demo:	134.000000	$5.22	SY	1.2155	$850.22

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$16,176.90**

40	098116000015	3-1/2" Thick, Unfaced Sound Attenuation Batt		Install	311.00	$1.65	SF	1.2155	$623.73
				Demo:	0.000000	$0.34	SF	1.2155	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$623.73**

41	099123000066	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	Install	988.00	$0.67	SF	1.2155	$804.61

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$804.61**

42	099123000068	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	Install	988.00	$1.35	SF	1.2155	$1,621.23

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$1,621.23**

11 Equipment — $846.23

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
43	114123000309	Hardware Options, Polished For 36" Or 42" Door	Install	4.00	$174.05	EA	1.2155	$846.23

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: Lockable Pocket door hardware install and materials Total= 4 doors, including the reinstallation of 2 demo doors to be reused

Item Note:

Total: **$846.23**

23 Heating, Ventilating, and Air-Conditioning (HVAC) — $309.95

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
44	233713130263	Removal And Reinstallation Of Surface Mounted Diffuser/Register/Grille	Install	6.00	$42.50	EA	1.2155	$309.95

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$309.95**

26 Electrical — $35,780.16

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
45	260120910002	Lock Out/Tag Out Local Disconnect	Install	4.00	$34.15	EA	1.2155	$166.04

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$166.04**

46	260120910007	Motors, Diconnects And Other Single Source Devices, Existing Circuit Tracing Per Device	Install	32.00	$19.72	EA	1.2155	$767.03

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$767.03**

47	260150520412	Install Owner Supplied, 1 Lamp Fluorescent Ballast	Install	12.00	$19.04	EA	1.2155	$277.72

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: owner supplied Lights

Item Note:

Total: **$277.72**

48	260519160193	2 Conductors, #12 AWG, Type MC, Solid Or Stranded, Galvanized Steel Armored Cable		Install	0.88	$3,627.95	MLF	1.2155	$3,880.60
				Demo:	1.220000	$1,063.51	MLF	1.2155	$1,577.09
Includes Labor Yes	**Includes Equipment Yes**	**Includes Materials Yes**							
									Total: **$5,457.69**
49	260519160205	4 Conductors, #12 AWG, Type MC, Solid Or Stranded, Galvanized Steel Armored Cable		Install	0.47	$5,193.44	MLF	1.2155	$2,966.93
				Demo:	0.650000	$1,333.17	MLF	1.2155	$1,053.30
Includes Labor Yes	**Includes Equipment Yes**	**Includes Materials Yes**							
									Total: **$4,020.23**
50	260529000014	Up To 1' Cut Length x 1-5/8" Wide x 13/16" High, 12 Gauge, Steel Unistrut Channel		Install	60.00	$20.83	EA	1.2155	$1,519.13
				Demo:	33.000000	$5.19	EA	1.2155	$208.18
Includes Labor Yes	**Includes Equipment Yes**	**Includes Materials Yes**							
									Total: **$1,727.31**
51	260529000251	1" Bolt And Nut Conduit Clip (Minerallac 2B)		Install	93.00	$5.48	EA	1.2155	$619.47
Includes Labor Yes	**Includes Equipment Yes**	**Includes Materials Yes**							
									Total: **$619.47**
52	260529000251	For >50 To 100, Deduct	**MOD: 0111**	Install	93.00	-$0.23	EA	1.2155	-$26.00
									Total: **-$26.00**
53	260529000303	1", "J" Type Conduit Hanger (Unistrut J1210)		Install	37.00	$26.50	EA	1.2155	$1,191.80
Includes Labor Yes	**Includes Equipment Yes**	**Includes Materials Yes**							
									Total: **$1,191.80**
54	260529000438	5/8" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut		Install	67.00	$1.28	EA	1.2155	$104.24
				Demo:	75.000000	$0.24	EA	1.2155	$21.88
Includes Labor Yes	**Includes Equipment No**	**Includes Materials Yes**							
									Total: **$126.12**
55	260529000438	For Galvanized, Add	**MOD: 0127**	Install	67.00	$0.17	EA	1.2155	$13.84
									Total: **$13.84**

56	260533130601	1/2" Electrical Metallic Tubing (EMT) Conduit		Install	233.00	$4.54	LF	1.2155	$1,285.78
				Demo:	322.000000	$1.56	LF	1.2155	$610.57

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$1,896.35**

57	260533130601	For Installation In Metal Stud Wall, Add	**MOD: 0028**	Install	120.00	$0.39	LF	1.2155	$56.89

Total: **$56.89**

58	260533130602	3/4" Electrical Metallic Tubing (EMT) Conduit		Install	365.00	$5.33	LF	1.2155	$2,364.69
				Demo:	223.000000	$1.73	LF	1.2155	$468.93

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$2,833.62**

59	260533130635	3/4" Electrical Metallic Tubing (EMT) Set Screw Coupling		Install	34.00	$5.57	EA	1.2155	$230.19
				Demo:	44.000000	$2.08	EA	1.2155	$111.24

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$341.43**

60	260533160040	2-1/8" Depth, 4-11/16" Square Extension Ring		Install	68.00	$25.86	EA	1.2155	$2,137.43
				Demo:	8.000000	$9.47	EA	1.2155	$92.09

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$2,229.52**

61	260533160042	5/8" Depth, 1 Gang, 4-11/16" Square Steel Mud Ring		Install	32.00	$13.09	EA	1.2155	$509.15
				Demo:	0.000000	$4.73	EA	1.2155	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$509.15**

62	260533160104	2-1/2" Depth, 3" x 2", Stud Bracket, Steel Switch Box		Install	54.00	$27.45	EA	1.2155	$1,801.74
				Demo:	32.000000	$11.83	EA	1.2155	$460.14

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$2,261.88**

63	262726000005	20 Amperes, 1 Gang, NEMA 5-20, Duplex Receptacle Assembly		Install	27.00	$82.88	EA	1.2155	$2,720.00
				Demo:	16.000000	$35.97	EA	1.2155	$699.54

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$3,419.54**

64	262726000019	20 Amperes, 120/277 Volt, Single Receptacle		Install	22.00	$34.28	EA	1.2155	$916.68
				Demo:	17.000000	$9.47	EA	1.2155	$195.68

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$1,112.36**

65	262726000053	Locking 15 Amperes, 277 Volt Isolated Ground Receptacles	Install	46.00	$52.45	EA	1.2155	$2,932.64
			Demo:	17.000000	$11.83	EA	1.2155	$244.45

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$3,177.09**

66	262726000140	2 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly	Install	12.00	$119.20	EA	1.2155	$1,738.65
			Demo:	0.000000	$48.04	EA	1.2155	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$1,738.65**

67	262726000344	Removal And Reinstallation Of Receptacle Or Switch Outlet Cover Plate	Install	32.00	$7.89	EA	1.2155	$306.89

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$306.89**

68	265133000058	Removal And Reinstallation Of Lay-In Fluorescent Light Fixture	Install	12.00	$100.73	EA	1.2155	$1,469.25

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$1,469.25**

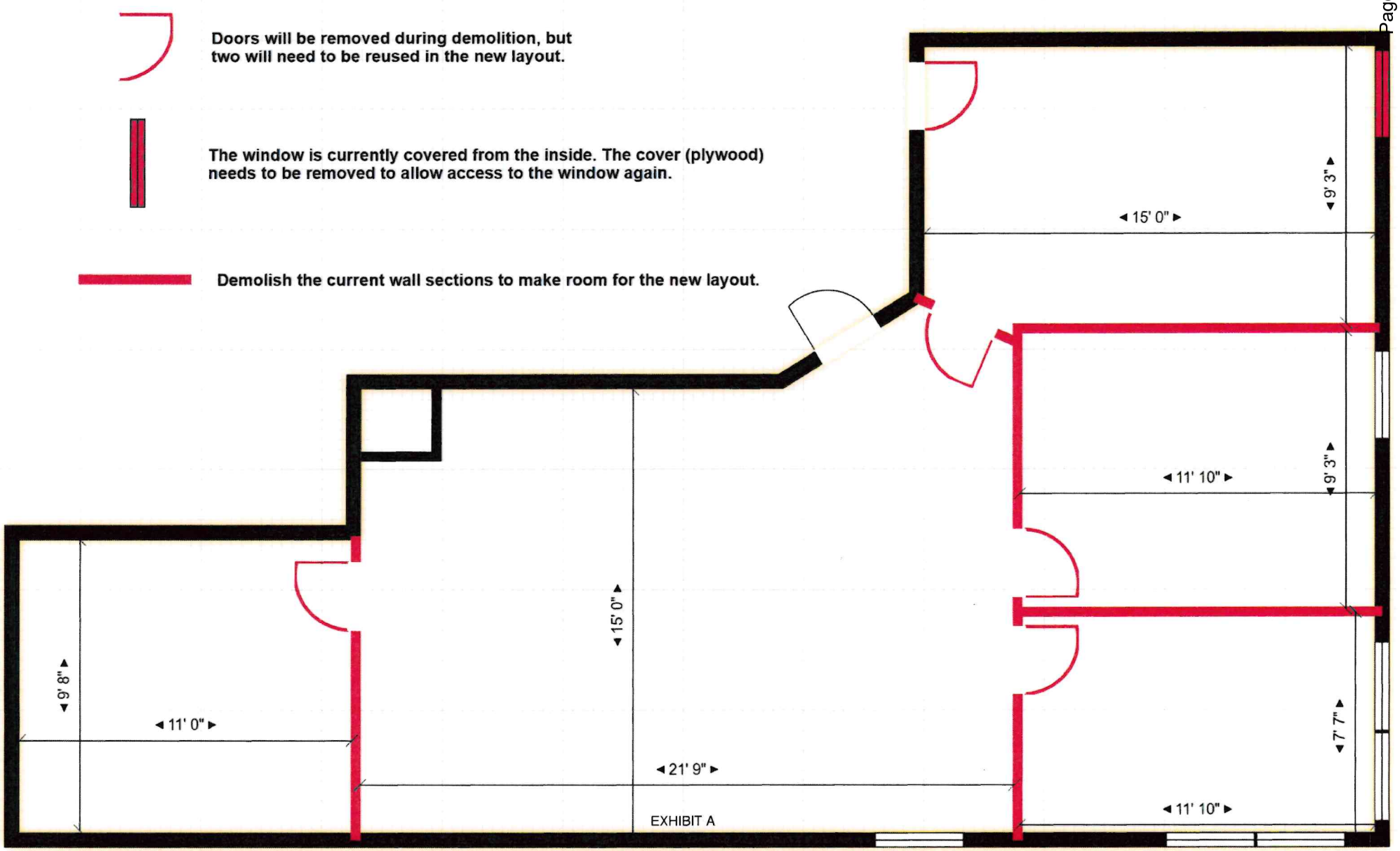
69	265213160037	Removal And Reinstall Of Exit Light Fixtures	Install	1.00	$70.99	EA	1.2155	$86.29

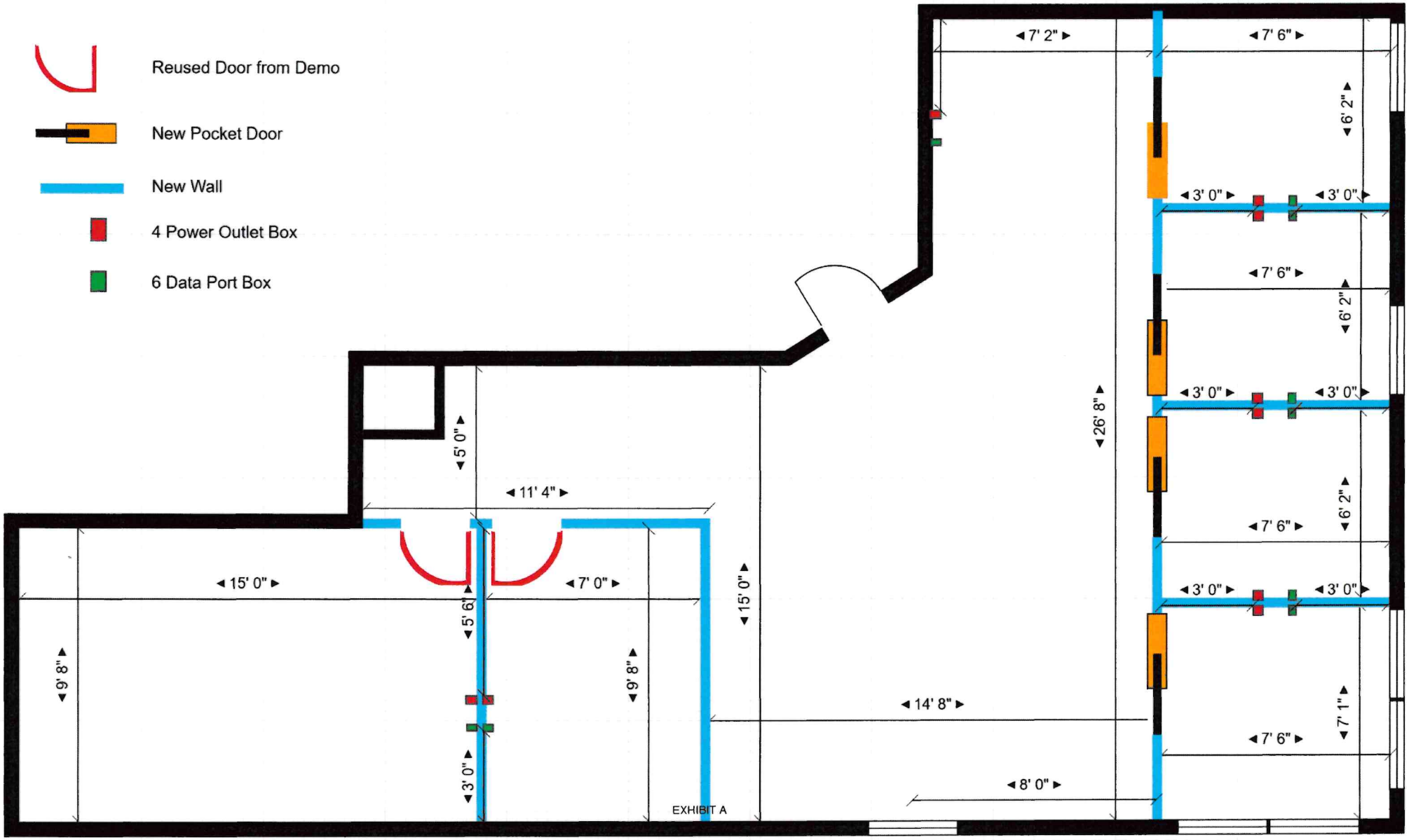
Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Total: **$86.29**

Proposal Total: **$138,600.00**

The Percentage of Non Pre-Priced on this Proposal: **0.0%**


Doors will be removed during demolition, but two will need to be reused in the new layout.
The window is currently covered from the inside. The cover (plywood) needs to be removed to allow access to the window again.
Demolish the current wall sections to make room for the new layout.
15' 0"
9' 3"
11' 10"
9' 3"
15' 0"
9' 8"
11' 0"
21' 9"
7' 7"
11' 10"
EXHIBIT A


Reused Door from Demo
New Pocket Door
New Wall
4 Power Outlet Box
6 Data Port Box
7' 2"
7' 6"
6' 2"
3' 0"
3' 0"
7' 6"
6' 2"
3' 0"
3' 0"
26' 8"
6' 2"
7' 6"
3' 0"
3' 0"
7' 1"
7' 6"
5' 0"
11' 4"
15' 0"
7' 0"
5' 6"
15' 0"
9' 8"
9' 8"
14' 8"
3' 0"
8' 0"
EXHIBIT A

Third Party Insurance Requirements

	Description		Certificate of Insurance	Additional Insured
1	**Building Contractors**			
	General Liability	$5,000,000	X	X
	Automobile Liability	$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	$1,000,000	Included	
	Professional Liability	$1,000,000	X	
2	**Contractors: Painters, Plumbers, Landscapers, etc.**			
	General Liability	$2,000,000	X	X
	Automobile Liability	$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	$1,000,000	Included	
3	**Environmental Contractors or Consultants**			
	General Liability	$2,000,000	X	X
	Automobile Liability	$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	$1,000,000	Included	
	Pollution Liability and/or Asbestos Pollution Liability and/or Professional Liability	$1,000,000 (occurrence); $2,000,000 (aggregate)	X	X
4	**Consultants/Professional Service Providers: auditor, engineer, insurance broker, specified medical practitioners, etc.**			
	General Liability	$2,000,000	X	X
	Automobile Liability	$1,000,000	X	
	Professional Liability (other than physicians)	$1,000,000	X	
	Medical Malpractice (physicians, dentists, psychologists)	$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	$1,000,000	Included	
	Sexual Abuse or Molestation	$1,000,000	X	X
5	**Suppliers and/or Vendors**			
	General Liability	$2,000,000	X	X
	Automobile Liability	$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Property Insurance	Replacement Value	X	
6	**Bus Transportation and/or Contractors**			
	General Liability	$2,000,000	X	X
	Automobile Liability	$5,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	$1,000,000	Included	
	Sexual Abuse or Molestation	$1,000,000	X	X
7	**Use of Facilities: Private Citizens, Organizations or Non-business groups, etc.**			
	General Liability	$1,000,000	X	X

*Waiver of Subrogation Required

EXHIBIT A

Exhibit B

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

Comes now Jordan Wilson (name) as President (office held) first being duly sworn, on my oath, affirm The Wilson Group, Inc (company name) ("Company") is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to Project 26-017, IT Room Remodel - City Hall of the City of Liberty and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).

Jordan Wilson
Signature (person with authority)

Jordan Wilson
Printed Name

President
Title

6/11/26
Date

State of Missouri)
) ss.
County of Cass)

Subscribed and sworn to before me this 11 day of June, 2026.

My commission expires: 10-19-2026

Dené Criqui
Notary Public

DENÉ CRIQUI
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires: Oct. 19, 2026
Commission # 22198228

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

***Note*: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars ($100,000.00) or (2) Contractor employees fewer than ten (10) employees.**

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting "to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel."

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor's rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: _____
[signature]

Jordan Wilson
Print Name

Its: President
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 33

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

2.01 Contractor shall submit weekly payroll records with each monthly payment application.

2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.

2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.

3.02 The contractor will forfeit a penalty to the City of Liberty of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

BOND REQUEST FORM

Email to: bonds-ind@assuredpartners.com

AssuredPartners

Requested By: Dené Criqui Phone: 816-537-0212 ext. 3612

Name of Contractor: The Wilson Group, Inc

Contractor Address: 13510 Oak Street, Kansas City, MO 64145

☐ BID BOND:

5% ____ 10% ____ 20% ____ Other ____

BID DATE: ____ Estimated Amt: $____

Bond Form: AIA ____ Federal ____ Other ____

☐ FINAL BOND:

Perf ____ Payment ✔ Maint ____ Statutory ____ Other ____

Contract Date: 06/11/026 Contract Amount: $ 138600.00

Bond Form: AIA ____ Federal ____ Other ✔

BOND DETAILS:

Obligee: City of Liberty, MO

Address: Liberty City Hall, 101 E. Kansas, Liberty, MO

Job Title: Project 26017 (City of Liberty - IT Room Remodel-City Hall)

Job Description: Room Remodel

Maintenance: 1 yr

Completion Date: ____ **Damages:** TBD

Federal Solicitation / Contract #: ____

Architect/Engineer: ____

Additional Information: ____

Unless otherwise noted, AIA 310 bid bond / AIA 312 performance-payment bond forms will be used.

PAYMENT BOND

CONTRACTOR *(name and address)*:

The Wilson Group, Inc
13510 Oak Street
Kansas City, MO 64145

SURETY *(name and address of principal place of business)*:

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250-5496

OWNER *(name and address)*: **City of Liberty, MO**
Liberty City Hall, 101 E Kansas

CONSTRUCTION CONTRACT

Effective Date of the Agreement: **June 11, 2026**
Amount: 138600
Description *(name and location)*:
Project 26017 (City of Liberty - IT Room Remodel - City Hall)

BOND

Bond Number: **B3329934**
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: **June 11, 2026**
Amount: 138600
Modifications to this Bond Form: ☑ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
The Wilson Group, Inc *(seal)*	**The Cincinnati Insurance Company**
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	**Luke Lambert**
Print Name	Print Name
_____	**Attorney in Fact**
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	**Surety Account Manager**
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 Paragraph 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 Paragraph 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,

        5.1.1 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

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).

6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert L. Cox, II; Kathryn E. Johnson; Rodney S. Demaree; Kacee McCrorey; Luke Lambert; Julie Messbarger and/or Blake Marnholtz

of Sedalia, Missouri
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
One Hundred Million and No/100 Dollars ($100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. 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.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of June , 2026 .

BN-1457 (3/21)

BOND REQUEST FORM

Email to: bonds-ind@assuredpartners.com

AssuredPartners

Requested By: Dené Criqui Phone: 816-537-0212 ext. 3612

Name of Contractor: The Wilson Group, Inc

Contractor Address: 13510 Oak Street, Kansas City, MO 64145

☐ BID BOND:

5% ____ 10% ____ 20% ____ Other ____

BID DATE: ____ Estimated Amt: $____

Bond Form: AIA ____ Federal ____ Other ____

☐ FINAL BOND:

Perf ____ Payment ✔ Maint ____ Statutory ____ Other ____

Contract Date: 06/11/026 Contract Amount: $ 138600.00

Bond Form: AIA ____ Federal ____ Other ✔

BOND DETAILS:

Obligee: City of Liberty, MO

Address: Liberty City Hall, 101 E. Kansas, Liberty, MO

Job Title: Project 26017 (City of Liberty - IT Room Remodel-City Hall)

Job Description: Room Remodel

Maintenance: 1 yr

Completion Date: ____ **Damages:** TBD

Federal Solicitation / Contract #: ____

Architect/Engineer: ____

Additional Information: ____

Unless otherwise noted, AIA 310 bid bond / AIA 312 performance-payment bond forms will be used.

PAYMENT BOND

CONTRACTOR *(name and address)*:

The Wilson Group, Inc
13510 Oak Street
Kansas City, MO 64145

SURETY *(name and address of principal place of business)*:

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250-5496

OWNER *(name and address)*: **City of Liberty, MO**
Liberty City Hall, 101 E Kansas

CONSTRUCTION CONTRACT

Effective Date of the Agreement: **June 11, 2026**
Amount: 138600
Description *(name and location)*:
Project 26017 (City of Liberty - IT Room Remodel - City Hall)

BOND

Bond Number: **B3329934**
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: **June 11, 2026**
Amount: 138600
Modifications to this Bond Form: ☑ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

The Wilson Group, Inc *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

The Cincinnati Insurance Company
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Luke Lambert
Print Name

Attorney in Fact
Title

Attest: _____
Signature

Surety Account Manager
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 Paragraph 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 Paragraph 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,

        5.1.1 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

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).

6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert L. Cox, II; Kathryn E. Johnson; Rodney S. Demaree; Kacee McCrorey; Luke Lambert; Julie Messbarger and/or Blake Marnholtz

of Sedalia, Missouri
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
One Hundred Million and No/100 Dollars ($100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. 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.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of June , 2026 .

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODOTIES

1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

2.01 The requirements of this form are not required when:

A. Only one line of a particular good or product is manufactured or produced in the United States;

B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;

C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

Reset Form | Print Form

MISSOURI DEPARTMENT OF REVENUE

Form 5060

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
City of Liberty, MO			1 2 4 9 0 9 3 8
Address	**City**	**State**	**ZIP Code**
101 E. Kansas Street	Liberty	MO	64068
E-mail Address			
jfindlay@libertymo.gov			
Project Number	**Project Begin Date (MM/DD/YYYY)**	**Estimated Project End Date (MM/DD/YYYY)**	
26-017	06/22/2026	12/31/2026	

Description of Project
Remodel IT Department area of 2nd floor of Liberty City Hall.

Project Location	Certificate Expiration Date (MM/DD/YYYY)
Liberty City Hall, 101 E. Kansas Street, Liberty, MO 64068	12/31/2026

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
	Vicki McClure, Director of Finance	__/__/____

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)	
The Wilson Group, Inc.		__/__/____	
Address	**City**	**State**	**ZIP Code**
13510 Oak Street	Kansas City	MO	64145

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	**City**	**State**	**ZIP Code**
Signature of Contractor	**Contractor's Printed Name**	**Date (MM/DD/YYYY)**	
		__/__/____	

Form 5060 (Revised 11-2019)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit http://dor.mo.gov/business/sales/sales-use-exemptions.php for additional information.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID Number: 12490938

Effective Date: 07/11/2002

Your application for sales/use tax exempt status has been approved persuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

(DT60SO)

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.

1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.

1.03 The aforementioned Technical Specifications are available online at: https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.

2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name The Wilson Group, Inc

Date June 11, 2026

By Jordan Wilson, President
Name and Title of Authorized Representative

Jordan Wilson
Signature of Authorized Representative

SBA Form 1623 (10-88) Federal Recycling Program Printed on Recycled Paper

This form was electronically produced by Elite Federal Forms, Inc.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 Paragraph 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 Paragraph 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,

        5.1.1 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

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).

6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026

A/R No.: 2026-253

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer, BJ Staab, Director Parks & Recreation

Subject: Ordinance approving a contract for the 2026 Trail Paving Project (26-016) with All Pro Asphalt & Maintenance, LLC for an amount of $175,560.00 with funding authorization up to and not to exceed $193,116.00

Summary:

- Acceptance of a Contract with All Pro Asphalt & Maintenance LLC for the City's 2026 Trail Paving Project

Background:

As part of the Public Works 2026 Street Maintenance Pavement Restoration, South Liberty Parkway Phase I, from the MoDOT ROW at the intersection of I-35 to the intersection of Withers Road, was selected for paving. The south side of the Parkway has a paved trail, which Public Works would pave this year. As the scope of work for trail paving differs greatly from mainline paving, it was determined that this scope of work would not be suitable for inclusion in the broader Street Paving contract but would instead best be broken out as a standalone Trail Paving Contract.

In an effort to use City dollars more efficiently, it was determined that any Parks and Recreations trails which needed paving could “piggyback” on the Public Works contract, thereby allowing cost savings through economy of scale. The identified scope of work includes the restoration of the previously-mentioned section of the South Liberty Parkway Trail as well as sections of Westboro Canterbury Trail and Northwyck Trail, with a project estimated sum total of 1,070 tons of asphaltic concrete material expected to be replaced.

The 2026 Trail Paving project was publicly advertised for bid with construction bids being publicly opened on June 04th, 2026. There were a total of 4 bidders, as follows:

- All Pro Asphalt & Maintenance LLC — $175,560.00
- Barkley Asphalt Co., Inc. — $436,535.00
- McConnell & Associates Corp. - $263,852.13
- Tandem Paving Company, Inc. - $190,683.72

This report and subsequent Ordinance request recommends approval of a contract with All Pro Asphalt & Maintenance LLC with additional funding authorization of $17,556.00 (an approximate 10% contingency) for a total requested authorization amount of $193,116.00. Contingency is requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the final contract price.
- It allows quick action in the event of emergency/necessary additions to work which may develop over the length of the contract due to unforeseen site conditions.

Staff recommends approval of a contract with All Pro Asphalt & Maintenance LLC for the City of Liberty 2026 Trail Paving Project (26-016) for an amount of $175,560.00 with additional funding authorization of $17,556.00 for a total requested authorization amount of $193,116.00.

It should be noted that funds expended on South Liberty Parkway will be billed to Public Works funds whereas Westboro Canterbury Trail and Northwycky Trail will be billed to Parks and Recreation Funds. A final breakout will not be known until after project completion. However, an estimated breakout based on estimated quantities is as follows:

- *Public Works - $92,738.00*
- *Parks and Recreation — $82,822.47*

Previous Action (if applicable):

- CSTOC Approval 06/2026

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: June 2026
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 351.70023.201.000000 (Public Works) Line Item: 460.57025.403.000000 (Parks & Recreation)	Amount: $101,516.00 Amount: $91,600.47
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2026-253 Approve Contract All Pro - Trail Paving 26-016 - ORD
2. All Pro SAM.gov _ Search
3. City of Liberty Mo Contracting Services Agreement

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR THE 2026 TRAIL PAVING PROJECT (26-016) WITH ALL PRO ASPHALT & MAINTENANCE LLC FOR AN AMOUNT OF $175,560.00 WITH FUNDING AUTHORIZATION UP TO AND NOT TO EXCEED $193,116.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and All Pro Asphalt & Maintenance LLC for the City of Liberty 2026 Trail Paving Project (26-016) with a contract amount of ONE HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED SIXTY AND 00/100 DOLLARS ($175,560.00), with authorization to spend up to ONE HUNDRED NINETY THREE THOUSAND ONE HUNDRED SIXTEEN AND 00/100 DOLLARS ($193,116.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ___ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

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e.g. 1606N020Q02

"All Pro Asphalt & Maintenance LLC" ×

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City of Liberty, Missouri
CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made and effective as of June, 22nd 2026, by and between the **City of Liberty,** a Missouri municipal corporation, hereinafter referred to as "CITY", and All Pro Asphalt & Maintenance LLC, located at 31910 E. Truman Rd. Buckner, MO 64016 hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: 2026 Trail Paving (26-012)

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

[ ] a sum not to exceed NA.

or (if above box is not checked):

[X] such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: as agreed to through formal change order to this contract.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, as defined within Exhibit A, and shall be performed so as not to delay or hinder City's schedule for the Project. Failure to complete the Work in a reasonable manner, as defined within Exhibit A, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of $100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR
ALL PRO ASPHALT + MAINT.

By: Josh Smith

Title: CEO

DATED: 6/12/25

CITY OF LIBERTY, MISSOURI

By: _____
Mayor, Greg Canuteson

DATED: _____

ATTEST: _____

CITY OF LIBERTY
CONTRACTING SERVICES AGREEMENT
GENERAL CONDITIONS

1. **Independent Contractor.**
The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. **Compliance with Laws.**
The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA
If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage (ONLY APPLICABLE WHEN CONTRACT IS VALUED AT $75,000.00 OR ABOVE)
Consultant further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The consultant will forfeit a penalty to the City of $100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Consultant or subcontractor that required payment of prevailing wage under state law. *A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached as an exhibit and made a part hereof.*

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

3. **Subcontracts.**
The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

It is the intention of the Contractor to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Contracted Services

4. **Indemnification.**
To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

5. **Attorney Fees' and Costs.**
The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. **Taxes.**
The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City. Tax exempt certificates indicating this tax-exempt status are furnished as attachments to this Contract.

7. **Insurance.**
Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued be such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above $50,000.00 is not permitted.

8. **Nondisclosure.**
The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

9. **Changes.**
No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

10. **Termination.**
The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

11. **Multi-year contracts; Non-appropriation.**
Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

12. **Accounting.**
During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

13. **Other Contractors.**
The City reserves the right to employ other Contractors in connection with the Work.

14. **Request for Proposals.**
If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's

Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A,** "Scope of Work").

15. **Project Records and Work Product**. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

16. **Site Operations**. Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

17. **Personnel**. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

18. **Compliance with State Immigration Statutes**.

As a condition for the award of this Agreement, the Contractor 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 with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri 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.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

19. **Representations.**
Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

20. **Other Representations, Warranties, and Covenants by the Contractor.**
The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

21. **Governing/Choice of Law.**
This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

22. **Counterparts.**
This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

23. **Bonds.**
The Contractor shall be responsible for providing all bonds and associated bond expenses required as part of this agreement.

24. **Permits and Licenses and Easements.**

The Contractor shall be responsible for obtaining all permits and licenses and for incurring all expenses associated with those permits and licenses prior to proceeding with the scope of work and services described in this agreement. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

The City shall be responsible for obtaining all necessary easements or other property interests necessary for the scope of work and services described in this agreement.

25. Hours of Performance.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7:00 AM to 5:00 PM central time, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld.

26. Inspection and Maintenance.

Materials or workmanship not conforming to:

a. the City's standard design criteria
b. the City's technical specifications
c. job specifications

shall not be accepted by the City and shall be replaced at no cost to the City.

Contractor shall maintain and keep clean the project site and adjacent public Right of Way (ROW). The City reserves the right to require the Contractor to clean the project site and adjacent public ROW at no cost to the City.

27. Other Special Provisions.

The special provisions are set forth in **Exhibit A** and are incorporated herein by reference and made a part hereof.

28. Additional Contract Documents.

The following additional documents are incorporated herein by reference and made a part hereof:

a. Exhibit A – Scope of Services
b. Exhibit B – Affidavit of Participation in Federal Work Authorization Program
c. Exhibit C – Anti-Discrimination Against Israel Act Certification
d. Exhibit D – Debarment and Suspension Form
e. Prevailing Wage Requirements
f. Payment Bond
g. Performance Bond
h. American Products Requirements
i. Tax Exemption Certificate
j. Technical Specifications

The documents listed in General Conditions Section 28 are attached to this Agreement (except as expressly noted otherwise above).

a. There are no Contract Documents other than those listed above in this Article 28.
b. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Exhibit A

Project Scope and Additional Specifications

1. Scope of Work and Special Provisions

The work provided for shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish trail paving and other associated work. More specifically the project locations, are:

Street*	From	To
South Liberty Parkway Trail	Withers Rd.	Swan Ave.
Westboro Canterbury Trail	Withers Rd.	Park Ln.
Northwyck Trail	Wyckwood Dr.	Reese St.

**Refer to the below Special Provisions for special requirements along select segments.*

a. Special Provisions

i. Specifications

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions

ii. Traffic Control

Traffic Control shall be considered incidental to all work in all locations and no additional payment shall be made for it.

1. Construction operations shall be coordinated to result in the least practicable delay to traffic both pedestrian and vehicular.
2. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
3. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
4. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
5. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer.
6. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
7. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

iii. Permits

The City agrees to waive all fees construction permits, as required by the City, associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work adjacent to or within State and/or Rail Road Right of way shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

iv. Material

Asphalt surface materials and placement shall be based upon **Type 3** (unless noted otherwise) in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base. Mix design shall be submitted to the City prior to use.

v. Restoration

There shall be no direct payment made for the restoration of public/private land disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All public/private land damaged beyond the construction limits shall be restored to at least equal to current condition as approved by the Engineer. Such work shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair land damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

vi. Safety of the Public

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

A. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

vii. Measurement and Payment

1. General
    a. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.
    b. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.
    c. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:
2. Mobilization:
    a. This work will not be measured for payment, but will be considered a lump sum price.

b. Payment shall be full compensation for furnishing all materials, labor, equipment and tools for deployment of laborers and equipment to the site, site preparation, final site clean-up and demobilization.

c. Payment of this item shall be lump sum by the following schedule:

i. When 5 percent or more of the original contract amount is earned, 50 percent.

ii. When 10 percent or more of the original contract amount is earned, an additional 25 percent.

iii. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

3. Bonding

a. This work will not be measured for payment, but will be considered a lump sum price.

b. Payment shall be full compensation for furnishing all bonds required or associated with the project.

c. Payment of this item shall be lump sum by the following schedule:

i. When 5 percent or more of the original contract amount is earned, 100 percent.

4. Cold Milling

a. Cold Milling shall be measured by the square yard of cold milling completed and shall include all sweeping, collecting and disposal of millings and related work.

i. Edge milling shall range between 1 ½" or 2" in depth at edge side and ½" at opposite edge of the milling cylinder. The balance of the trail surface shall be textured milled.

ii. Full width milling shall be 1 ½" or 2" in depth at edge side of the trail and extend full width across the trail providing a smooth and ADA compliant surface.

b. In all locations where pavement is milled adjacent to ADA Curb ramps the pavement shall be put back in such a fashion as to provide an ADA compliant path of travel from ramp to ramp. Work required for this shall be done at no additional charge to the Owner.

c. Payment will be made at the contract unit price bid as shown in the proposal for 2" Cold Milling. Payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work.

5. 2" Asphaltic Concrete Surface (Type 3)

a. 2" Asphaltic Concrete (Type 3) shall be measured by the tons of material placed. Measurement shall be computed from the ticketed quantities for materials placed and accepted.

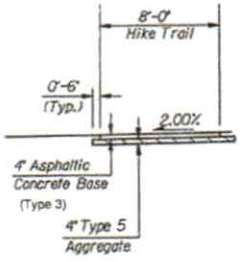
b. Payment will be made at the contract unit prices bid as shown in the proposal for 2" Asphaltic Concrete Surface (Type 3). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

c. In all locations where pavement is overlaid adjacent to ADA Curb ramps the pavement shall be put back in such a fashion as to provide an ADA compliant path of travel from ramp to ramp. Work required for this shall be done at no additional charge to the Owner.

d. Paving tack is subsidiary to the asphalt item.

6. Full Depth Trail Replacement

a. Full Depth Pavement Repair: Shall be used as needed and marked in the field by the Owner's Representative. The patch shall be the full width of the trail or a minimum of 8' wide as measured perpendicular to the longitudinal length of the trail. Removal of failed asphalt pavement and base (by milling or other means) and replacement shall be up to 8" depth from milled surface elevation and replaced with 4" Type 5 Aggregate topped by 4" Asphaltic Concrete (Type 3) as shown in the provided typical section. Aggregate and Asphalt material placed in the patch shall be incidental to this item.



b. If deeper undercutting is required, additional compensation shall be paid proportionally as additional full depth pavement repair area. For example, if 100 SY of area is undercut 16", payment will be 200 SY of Full Depth Asphalt Pavement Repair.

c. Payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work.

7. Class A Excavation
   a. Class A Excavation shall be used as needed and marked in the field by the Owner's Representative where necessary to adjust the grade of the area adjacent to the trail for the purpose of ADA compliance or drainage. The limits and depths of Class A Excavation shall be as determined in the field by the Owner's Representative. Excavation shall be paid by the cubic yard of material removed. Payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work.
   b. Any material needed for fill shall be assumed to be taken from those areas excavated thus resulting in a balanced cut/fill situation. Any excess material from excavation shall be discarded by the contractor at no additional cost to the owner.
8. Crack Sealing
   a. Crack Sealing shall be measured by the linear foot of crack seal completed and shall include all related work.
   b. Payment will be made at the contract unit price bid as shown in the proposal for Crack Sealing. Payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work.
9. Traffic Control:
   a. This work will not be measured for payment, but shall be subsidiary to other items of work and no additional compensation allowed.
10. State and Rail Road Permits
   a. All State and/or Rail Road Permits required for work within or adjacent to State and/or Rail Road Right of Way shall be subsidiary to other items of work and no additional compensation allowed.

2. Contract Price/Bid Form

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Line Item #	Description	Unit	Estimated Quantity	Unit Price	Contract Price
1	Mobilization	LS	1	$1,000	$1,000

2	Bonding	LS	1	$3,500	$3,500
3	Cold Milling	SY	3,693	$3.79	$13,996
4	2" Asphaltic Concrete Surface (Type 3)	TON	1,070	$120.00	$128,400
5	Full Depth Trail Replacement	SY	357	$52.00	$18,564
6	Class A Excavation	CYD	100	$80.00	$8,000
7	Crack Sealing	LF	1,000	$2.10	$2,100
				GRAND TOTAL CONTRACT PRICE:	$ 175,560

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price _$ One Hundred Seventy-Five Thousand, Five Hundred Sixty Dollars

3. Period of Performance and Liquidated Damages

Time is of essence. The Work to be performed shall be completed no later than October 30, 2026 and shall be performed so as not to delay or hinder City's schedule for the Project.

4. Insurance

The Contractor shall provide insurance as follows:

- Comprehensive General Liability: Minimum $3,370,137 combined single limit for bodily injury and property damage
- Comprehensive Automobile Liability: $2,000,000 combined single limit.
- Workers Compensation: Statutory requirements.
- Employers Liability: $500,000 each employee, $500,000 each accident and $500,000 policy limit.

5. Location Maps

The following maps are provided for the convenience of the bidder in preparing a bid. Quantities assumed with each location are listed below each map. It should be noted that the quantities shown are estimated quantities, are not guaranteed, are solely for the convenience of the bidder and are not to be assumed to be all inclusive of all work within the project area. Additional work items identified during the contract shall be paid at the unit price bid items regardless of their identification or lack thereof within said project area with final payment for all unit price Bid items based on actual quantities.

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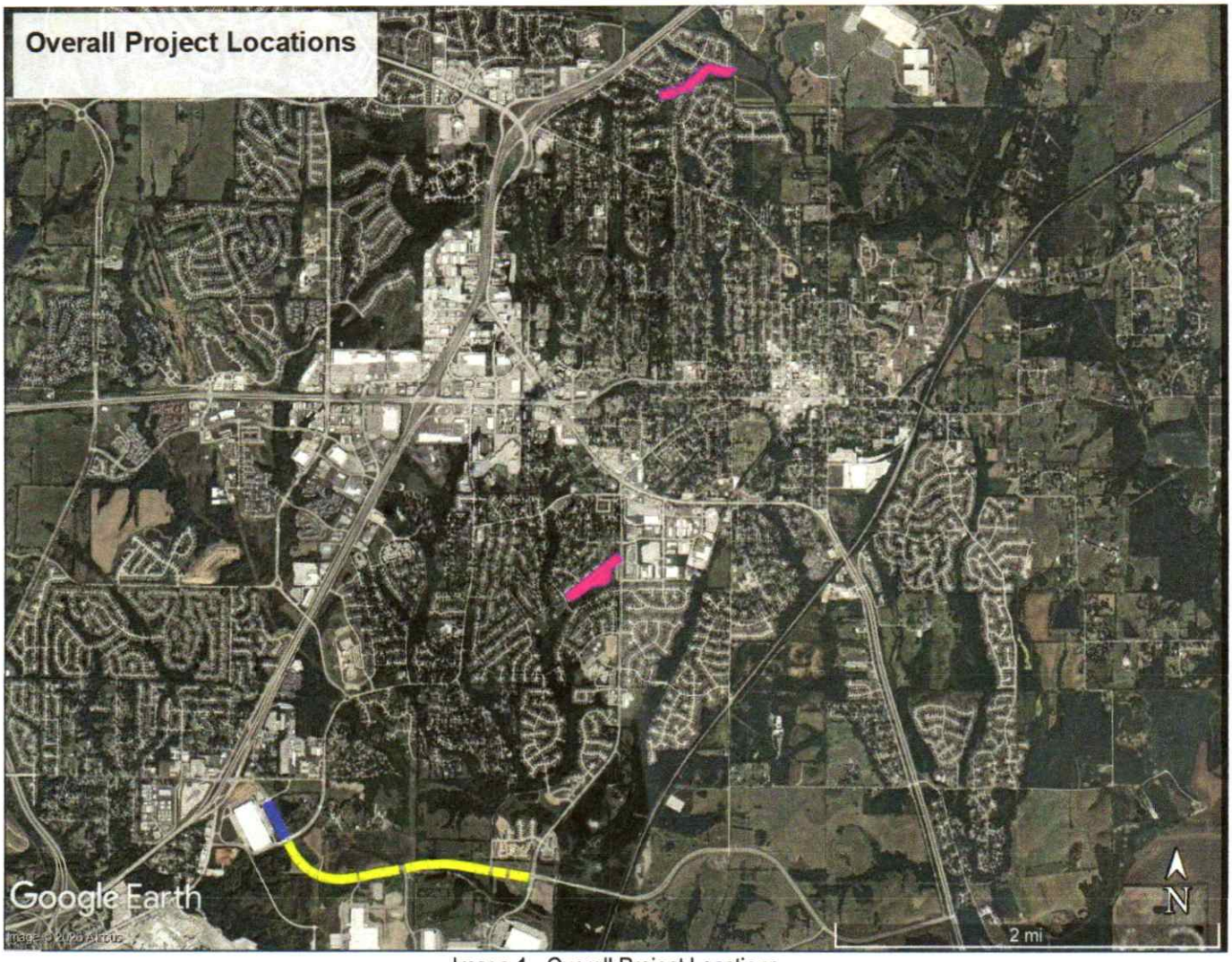

Image 1 - Overall Project Locations

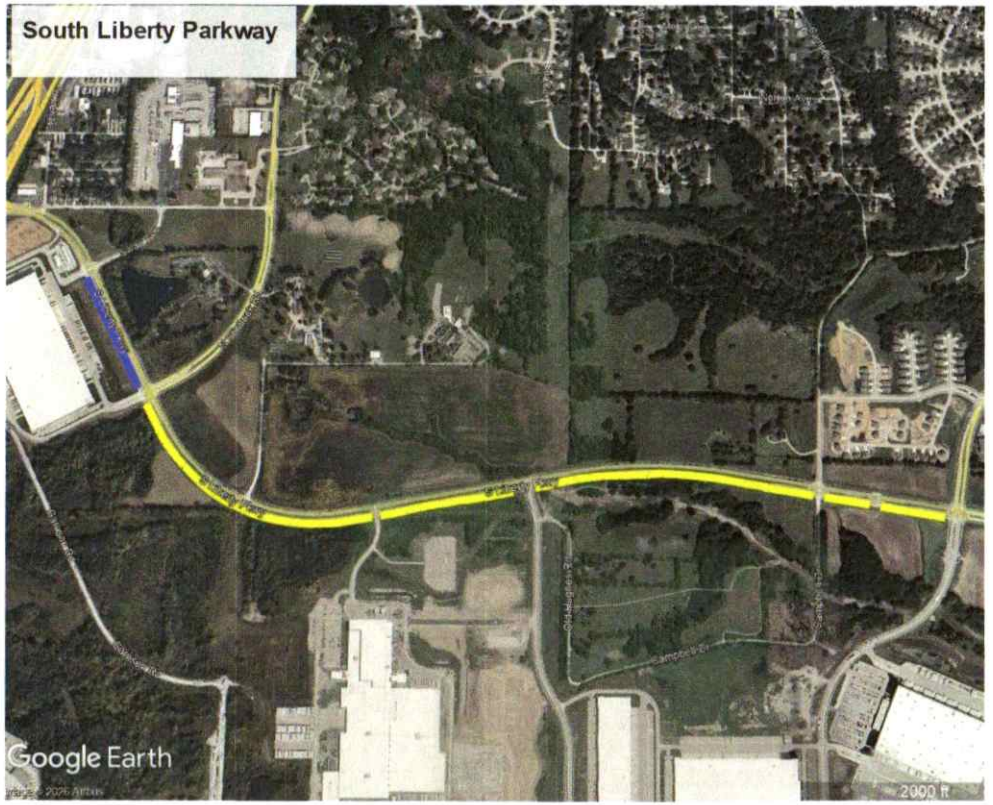

Image 2 – South Liberty Parkway Trail

ESTIMATED QUANTITIES

Line Item #	Description	Unit	Estimated Quantity
4	2" Asphaltic Concrete Surface (Type 3)	TON	659
5	Full Depth Trail Replacement	SY	179
7	Crack Sealing	LF	1000

Image 3 – Westboro Canterbury Trail

ESTIMATED QUANTITIES

Line Item #	Description	Unit	Estimated Quantity
3	Cold Milling	SY	2,866
4	2" Asphaltic Concrete Surface (Type 3)	TON	319
5	Full Depth Trail Replacement	SY	86
6	Class A Excavation	CYD	100

Image 4 – Northwyck Trail

ESTIMATED QUANTITIES

Line Item #	Description	Unit	Estimated Quantity
3	Cold Milling	SY	827
4	2" Asphaltic Concrete Surface (Type 3)	TON	92
5	Full Depth Trail Replacement	SY	25

Exhibit B

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (CONTRACTS OVER $5,000)

Comes now Josh Smith (name) as CEO (office held) first being duly sworn, on my oath, affirm All Pro Asphalt & Maintenance LLC (company name) ("Company") is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to 2026 Trail Paving Project of the City of Liberty and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).

Signature (person with authority)

Josh Smith
Printed Name

CEO
Title

6-4-26
Date

State of Missouri)
) ss.
County of Jackson)

Subscribed and sworn to before me this 4th day of June, 2026

My commission expires: 4.29.28

Notary Public

ALECIA MONDAY
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 24300053
My Commission Expires 04-29-2028

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

***Note:** Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars ($100,000.00) or (2) Contractor employees fewer than ten (10) employees.*

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting "to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel."

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor's rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: _____
[signature]

Josh Smith
Print Name

Its: _____
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

Exhibit D: Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Josh Smith CEO

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

6-4-26

Date

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 32

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

2.01 Contractor shall submit weekly payroll records with each monthly payment application.

2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.

2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.

3.02 The contractor will forfeit a penalty to the City of Liberty of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 024

CLAY 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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$74.08
Boilermaker	$36.40*
Bricklayer-Stone Mason	$64.33
Carpenter	**$66.73**
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$56.22
Plasterer	
Communication Technician	$63.19
Electrician (Inside Wireman)	$72.26
Electrician Outside Lineman	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$36.40*
Glazier	$59.01
Ironworker	$72.20
Laborer	$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$36.40*
Plumber	$81.51
Pipe Fitter	
Roofer	$60.78
Sheet Metal Worker	$78.40
Sprinkler Fitter	$70.79
Truck Driver	$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$52.62
Truck Control Service Driver	
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 fewer 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.

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 Paragraph 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 Paragraph 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,

      5.1.1 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

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).

6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

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

3.1 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 Paragraph 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 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 Paragraph 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 Paragraph 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 Owners 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 Paragraph 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:

5.4.1 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

5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 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:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 Paragraph 5; and

7.3 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 Paragraph 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 periods of limitations 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 for the Contractor for 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:

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODOTIES

1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

2.01 The requirements of this form are not required when:

A. Only one line of a particular good or product is manufactured or produced in the United States;

B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;

C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

MISSOURI DEPARTMENT OF REVENUE

Form **5060**

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY) __ __/__ __/__ __ __ __		Estimated Project End Date (MM/DD/YYYY) __ __/__ __/__ __ __ __
Description of Project			
Project Location Various locatons			Certificate Expiration Date (MM/DD/YYYY) __ __/__ __/__ __ __ __

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		__ __/__ __/__ __ __ __

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo**. Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)		
ALL PRO ASPHALT + MAINT.		06/12/2026		
Address	City	State	ZIP Code	
PO BOX 145	BLUE SPRINGS	MO	64013	

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code
Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)	
		__ __/__ __/__ __ __ __	

Form 5060 (Revised 11-2019)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit http://dor.mo.gov/business/sales/sales-use-exemptions.php for additional information.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.

1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.

1.03 The aforementioned Technical Specifications are available online at: https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.

2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026

A/R No.: 2026-254

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer, BJ Staab, Director Parks & Recreation

Subject: Ordinance approving a contract for the 2026 Parking Lot Project with Byrne & Jones Construction for an amount of $404,698.00 with funding authorization up to and not to exceed $445,170.00

Summary:

- Acceptance of a Contract with Byrne & Jones Construction for the City's 2026 Parking Lot Project

Background:

The Capitol Federal Sports Complex is a high-traffic, high-usage amenity which the City of Liberty offers to residents. The parking lot has been in need of paving and the Parks and Recreation Department has budgeted for the repaving of said parking lot. A small parking lot at Stocksdale Park will also be paved as part of this project as the scope of work is sufficiently similar to be within the same contract.

The 2026 Trail Paving project was publicly advertised for bid with construction bids being publicly opened on June 4, 2026. There were a total of 5 bidders, as follows:

- All Pro Asphalt & Maintenance LLC — $428,400.00
- Barkley Asphalt Co., Inc. — $407,700.00
- Byrne & Jones Construction — $404,698.00
- McConnell & Associates Corp. — $507,100.00
- Tandem Paving Company, Inc. — $404,976.00

This report and subsequent Ordinance request recommends approval of a contract with Byrne & Jones Construction with additional funding authorization of $40,475.00 (an approximate 10% contingency) for a total requested authorization amount of $445,170.00. Contingency is requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the final contract price.
- It allows quick action in the event of emergency/necessary additions to work which may develop over the length of the contract due to unforeseen site conditions.

Staff recommends approval of a contract with Byrne & Jones Construction for the City

of Liberty 2026 Parking Lot Project for an amount of $404,698.00 with additional funding authorization of $40,472.00 for a total requested authorization amount of $445,170.00.

Previous Action (if applicable):
NA

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 350-57044-201-000000 Line Item:	Amount: $445,170.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:
1. 2026-254 Approve Contract Byrne Jones - Parking Lot Paving - ORD
2. Signed Contract Byrne Jones
3. Byrne Jones SAM.gov _ Search

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR THE 2026 PARKING LOT PROJECT WITH BYRNE & JONES CONSTRUCTION FOR AN AMOUNT OF $404,698.00 WITH FUNDING AUTHORIZATION UP TO AND NOT TO EXCEED $445,170.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Byrne & Jones Construction for the City of Liberty 2026 Parking Lot Project with a contract amount of FOUR HUNDRED FOUR THOUSAND SIX HUNDRED NINETY EIGHT AND 00/100 DOLLARS ($404,698.00), with authorization to spend up to FOUR HUNDRED FOURTY FIVE THOUSAND ONE HUNDRED SEVENTY AND 00/100 DOLLARS ($445,170.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ___ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2026.

_____
GREG CANUTESON, MAYOR

City of Liberty, Missouri
CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made and effective as of June, 22 2026, by and between the **City of Liberty**, a Missouri municipal corporation, hereinafter referred to as "CITY", and Byrne & Jones Construction, located at 891 W. Ironwood St. Olathe, KS 66061 hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: 2026 Parking Lot Paving

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

[ ] a sum not to exceed NA.

or (if above box is not checked):

[X] such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. **Additional Compensation.** Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: as agreed to through formal change order to this contract.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, as defined within Exhibit A, and shall be performed so as not to delay or hinder City's schedule for the Project. Failure to complete the Work in a reasonable manner, as defined within Exhibit A, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of $100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR

By: _____

Title: Division Manager

DATED: 6-11-26

CITY OF LIBERTY, MISSOURI

By: _____
Mayor, Greg Canuteson

DATED: _____

ATTEST: _____

1. **Independent Contractor**.
The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. **Compliance with Laws**.
The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA
If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage (ONLY APPLICABLE WHEN CONTRACT IS VALUED AT $75,000.00 OR ABOVE)
Consultant further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The consultant will forfeit a penalty to the City of $100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Consultant or subcontractor that required payment of prevailing wage under state law. *A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached as an exhibit and made a part hereof.*

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

3. **Subcontracts**.
The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

It is the intention of the Contractor to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Contracted Services
Midwest milling	8136 mill Ridge St. Lenexa KS 66220	Cold milling

4. **Indemnification**.
To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

5. **Attorney Fees' and Costs.**
The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. **Taxes.**
The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City. Tax exempt certificates indicating this tax-exempt status are furnished as attachments to this Contract.

7. **Insurance.**
Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued be such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above $50,000.00 is not permitted.

8. **Nondisclosure.**
The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

9. **Changes.**
No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

10. **Termination.**
The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

11. **Multi-year contracts; Non-appropriation.**
Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

12. **Accounting.**
During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

13. **Other Contractors.**
The City reserves the right to employ other Contractors in connection with the Work.

14. **Request for Proposals.**
If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's

Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A,** "Scope of Work").

15. **Project Records and Work Product**. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

16. **Site Operations.** Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

17. **Personnel.** The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

18. **Compliance with State Immigration Statutes**.

    As a condition for the award of this Agreement, the Contractor 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 with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

    Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri 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.

    An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

19. **Representations.**
    Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

20. **Other Representations, Warranties, and Covenants by the Contractor.**
    The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

21. **Governing/Choice of Law.**
    This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

22. **Counterparts.**
    This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

23. **Bonds.**
    The Contractor shall be responsible for providing all bonds and associated bond expenses required as part of this agreement.

24. **Permits and Licenses and Easements.**

The Contractor shall be responsible for obtaining all permits and licenses and for incurring all expenses associated with those permits and licenses prior to proceeding with the scope of work and services described in this agreement. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

The City shall be responsible for obtaining all necessary easements or other property interests necessary for the scope of work and services described in this agreement.

25. Hours of Performance.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7:00 AM to 5:00 PM central time, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld.

26. Inspection and Maintenance.

Materials or workmanship not conforming to:

a. the City's standard design criteria
b. the City's technical specifications
c. job specifications

shall not be accepted by the City and shall be replaced at no cost to the City.

Contractor shall maintain and keep clean the project site and adjacent public Right of Way (ROW). The City reserves the right to require the Contractor to clean the project site and adjacent public ROW at no cost to the City.

27. Other Special Provisions.

The special provisions are set forth in **Exhibit A** and are incorporated herein by reference and made a part hereof.

28. Additional Contract Documents.

The following additional documents are incorporated herein by reference and made a part hereof:

a. Exhibit A – Scope of Services
b. Exhibit B – Affidavit of Participation in Federal Work Authorization Program
c. Exhibit C – Anti-Discrimination Against Israel Act Certification
d. Exhibit D – Debarment and Suspension Form
e. Prevailing Wage Requirements
f. Payment Bond
g. Performance Bond
h. American Products Requirements
i. Tax Exemption Certificate
j. Technical Specifications

The documents listed in General Conditions Section 28 are attached to this Agreement (except as expressly noted otherwise above).

a. There are no Contract Documents other than those listed above in this Article 28.
b. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Exhibit A

Project Scope and Additional Specifications

1. Scope of Work and Special Provisions

The work provided for shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish parking milling, paving and other associated work within identified parking lots and select roads. More specifically the project locations, are:

Location
Capitol Federal Sports Complex Parking Lot
Stocksdale Park Parking Lot and Road

**Refer to the below Special Provisions for special requirements along select segments.*

a. Special Provisions

i. Specifications

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions

ii. Traffic Control

Traffic Control shall be considered incidental to all work in all locations and no additional payment shall be made for it.

1. Construction operations shall be coordinated to result in the least practicable delay to traffic both pedestrian and vehicular.
2. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
3. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
4. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
5. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer.
6. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
7. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

iii. Permits

The City agrees to waive all fees construction permits, as required by the City, associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work adjacent to or within State and/or Rail Road Right of way shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

iv. Material

Asphalt surface materials and placement shall be based upon **Type 3** (unless noted otherwise) in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base. Mix design shall be submitted to the City prior to use.

v. Restoration

There shall be no direct payment made for the restoration of public/private land disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All public/private land damaged beyond the construction limits shall be restored to at least equal to current condition as approved by the Engineer. Such work shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair land damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

vi. Safety of the Public

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

A. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

vii. Measurement and Payment

1. General
    a. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.
    b. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.
    c. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:
2. Mobilization:
    a. This work will not be measured for payment, but will be considered a lump sum price.

b. Payment shall be full compensation for furnishing all materials, labor, equipment and tools for deployment of laborers and equipment to the site, site preparation, final site clean-up and demobilization.

c. Payment of this item shall be lump sum by the following schedule:

i. When 5 percent or more of the original contract amount is earned, 50 percent.

ii. When 10 percent or more of the original contract amount is earned, an additional 25 percent.

iii. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

3. Bonding

a. This work will not be measured for payment, but will be considered a lump sum price.

b. Payment shall be full compensation for furnishing all bonds required or associated with the project.

c. Payment of this item shall be lump sum by the following schedule:

i. When 5 percent or more of the original contract amount is earned, 100 percent.

4. Cold Milling

a. It is the intent of the City to have all curb and gutter edge milled prior to paving to allow a smooth transition into said curb and gutter. Cold Milling shall be measured by the square yard of cold milling completed and shall include all sweeping, collecting and disposal of millings and related work.

i. Edge milling shall range between 1 ½" or 2" in depth at curb/gutter side and ½" at opposite edge of the milling cylinder.

b. Joints shall be milled in all areas (curbed and non-curbed) where new paving matches existing pavements, curbs, ramps, and drive approaches.

c. In all locations where pavement is milled adjacent to ADA Curb ramps the pavement shall be put back in such a fashion as to provide an ADA compliant path of travel from ramp to ramp. Work required for this shall be done at no additional charge to the Owner.

d. Payment will be made at the contract unit price bid as shown in the proposal for Cold Milling. Payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work.

5. 2" Asphaltic Concrete Surface (Type 3)

a. 2" Asphaltic Concrete (Type 3) shall be measured by the tons of material placed. Measurement shall be computed from the ticketed quantities for materials placed and accepted.

b. In all locations where pavement is overlaid adjacent to ADA Curb ramps the pavement shall be put back in such a fashion as to provide an ADA compliant path of travel from ramp to ramp. Work required for this shall be done at no additional charge to the Owner.

c. Paving tack is subsidiary to the asphalt item.

d. Payment will be made at the contract unit prices bid as shown in the proposal for 2" Asphaltic Concrete Surface (Type 3). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

6. Full Depth Pavement Replacement

a. Full Depth Pavement Replacement shall be used as needed and marked in the field by the Owner's Representative. The patch shall be at minimum 6' as measured perpendicular to the longitudinal length of the full width of the

pavements primary length. Removal of failed asphalt pavement and base (by milling or other means) and replacement shall be up to 8" depth from milled surface elevation and replaced with 8" Asphaltic Concrete (Type 2). Asphalt material placed in the patch shall be incidental to this item.

i. Areas with significant mud pumping shall be undercut by milling or excavator up to 8" below the milled surface elevation and replaced with 3" minus crusher run or asphalt hot mix.

ii. If deeper undercutting is required, additional compensation shall be paid proportionally as additional full depth pavement repair area. For example, if 100 SY of area is undercut 16", payment will be 200 SY of Full Depth Asphalt Pavement Repair.

b. Payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work.

7. Traffic Control:

a. This work will not be measured for payment, but shall be subsidiary to other items of work and no additional compensation allowed.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Line Item #	Description	Unit	Estimated Quantity	Unit Price	Contract Price
1	Mobilization	LS	1	6,200.-	6,200.-
2	Bonding	LS	1	4,008.-	4,008.-
3	Cold Milling*	SY	6,000	4.02	24,120.-
4	2" Asphaltic Concrete Surface (Type 3)	TON	3,500	88.92	311,220.-
5	Full Depth Pavement Repair	SY	900	63.50	57,150.-
				GRAND TOTAL CONTRACT PRICE:	$ 404,698.-

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

*(quantities have been estimated using the estimate linear footage of anticipated edge milling required multiplied by a width of 6'-0" resulting in the shown quantity)

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 404,698.-

2. Period of Performance and Liquidated Damages

Time is of essence. The Work to be performed shall be completed no later than October 30, 2026 and shall be performed so as not to delay or hinder City's schedule for the Project.

3. Insurance

The Contractor shall provide insurance as follows:

- Comprehensive General Liability: Minimum $3,370,137 combined single limit for bodily injury and property damage
- Comprehensive Automobile Liability: $2,000,000 combined single limit.
- Workers Compensation: Statutory requirements.
- Employers Liability: $500,000 each employee, $500,000 each accident and $500,000 policy limit.

4. Location Maps

The following maps are provided for the convenience of the bidder in preparing a bid.

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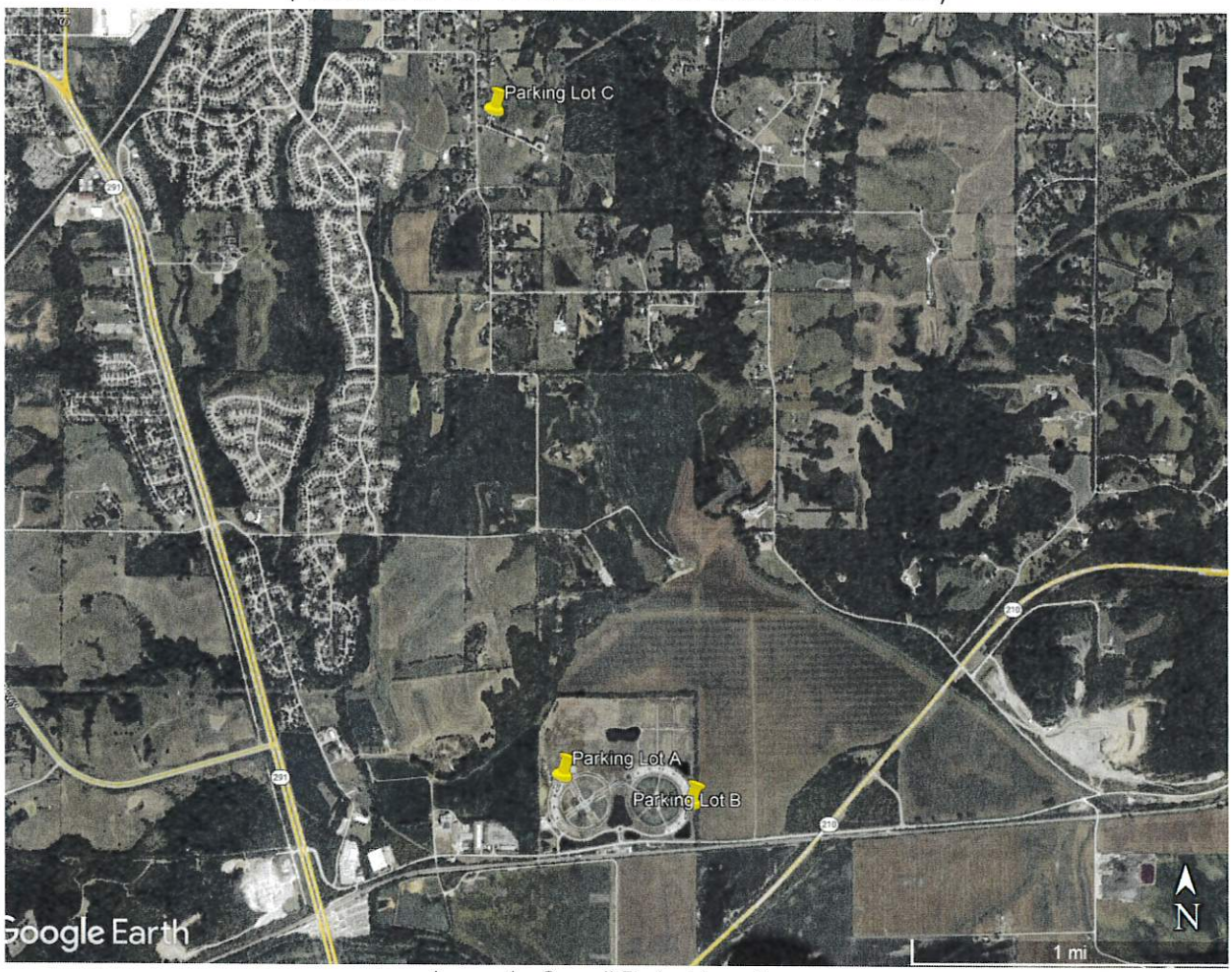


Image 1 - Overall Project Locations

Image 2 – Capitol Federal Sports Complex Parking Lot

It is the intent of the City to have both parking lots designated as "Parking Lot A" and "Parking Lot B" paved. Milling shall be restricted to edge milling along curb and gutter, joints and ramps. The road connecting the parking lots are not to be paved as part of this project.

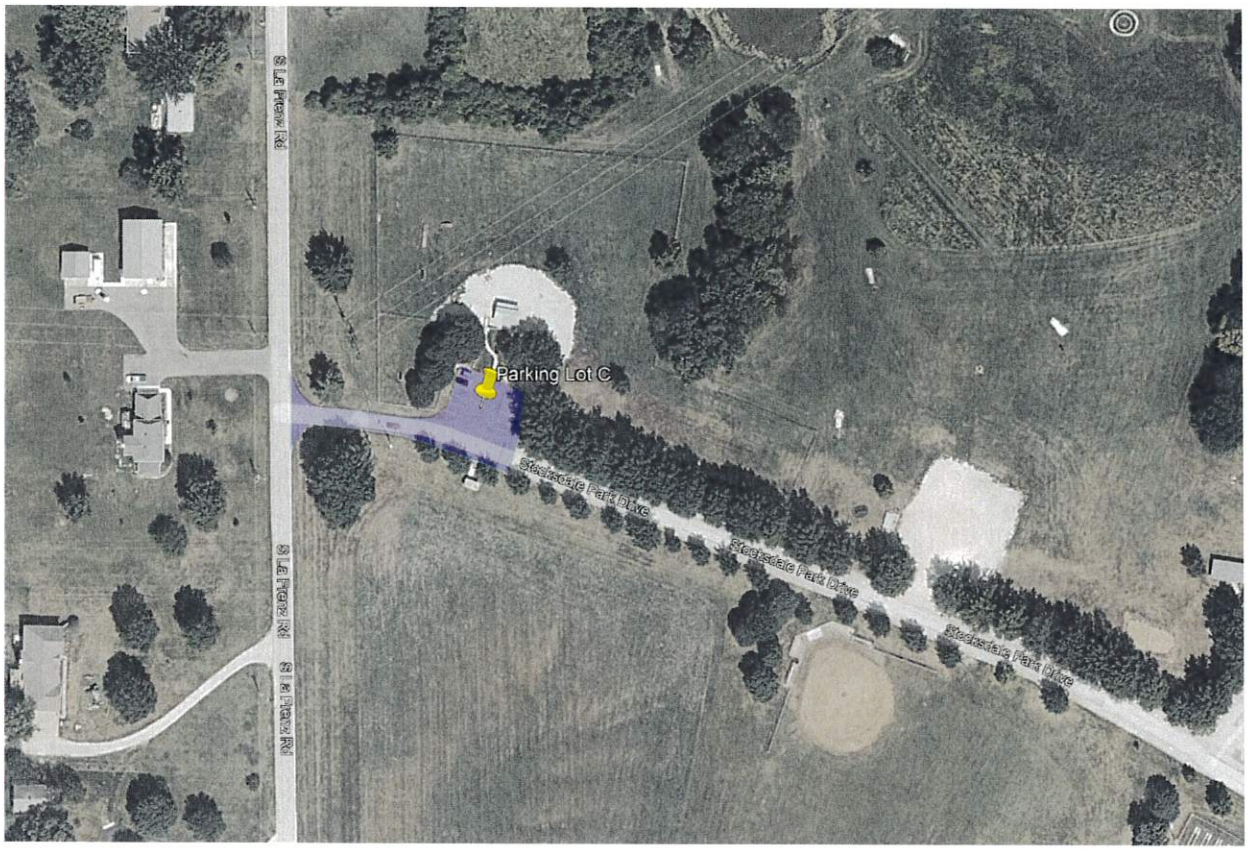


Image 3 – Stocksdale Park Parking Lot and Road

It is the intent of the City to have Stocksdale Park Dr. paved from its intersection with S. La Frenz Rd. eastward to the eastern most point adjoining the parking lot designated as "Parking Lot C". It is also the intent to have the parking lot designated as "Parking Lot C" paved. Milling shall be restricted to the transition from the joint line of newly paved surface to existing paved surface such as to provide a smooth transition from one to the other.

Exhibit B

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (CONTRACTS OVER $5,000)

Comes now Jack O'Donnell (name) as Sr. Estimator (office held) first being duly sworn, on my oath, affirm Bommer Jones (company name) ("Company") is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to 2026 Parking Lot Paving Project of the City of Liberty and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).

Signature (person with authority)

Jack O'Donnell
Printed Name

Title

6/4/26
Date

State of Missouri)
) ss.
County of St. Louis)

Subscribed and sworn to before me this 4 day of June, 2026.

My commission expires: April 7, 2027

Notary Public

WILLIAM PAISLEY
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 7, 2027

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars ($100,000.00) or (2) Contractor employees fewer than ten (10) employees.

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting "to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel."

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor's rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: _____
[signature]

Jack O'Donnell
Print Name

Its: Sr. Estimator
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

Exhibit D: Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Jack O'Donnell, Senior Estimator

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

6/4/26

Date

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 32

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

2.01 Contractor shall submit weekly payroll records with each monthly payment application.

2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.

2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.

3.02 The contractor will forfeit a penalty to the City of Liberty of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 024
CLAY 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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$74.08
Boilermaker	$36.40*
Bricklayer-Stone Mason	$64.33
Carpenter	**$66.73**
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$56.22
Plasterer	
Communication Technician	$63.19
Electrician (Inside Wireman)	$72.26
Electrician Outside Lineman	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$36.40*
Glazier	$59.01
Ironworker	$72.20
Laborer	$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$36.40*
Plumber	$81.51
Pipe Fitter	
Roofer	$60.78
Sheet Metal Worker	$78.40
Sprinkler Fitter	$70.79
Truck Driver	$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$52.62
Truck Control Service Driver	
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 fewer 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.

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 Paragraph 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 Paragraph 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,

      5.1.1 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

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).

6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

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

3.1 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 Paragraph 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 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 Paragraph 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 Paragraph 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 Owners 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 Paragraph 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:

5.4.1 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

5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 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:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 Paragraph 5; and

7.3 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 Paragraph 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 periods of limitations 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 for the Contractor for 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:

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODOTIES

1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

2.01 The requirements of this form are not required when:

A. Only one line of a particular good or product is manufactured or produced in the United States;

B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;

C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

MISSOURI DEPARTMENT OF REVENUE

Form **5060**

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	___ ___/ ___ ___/ ___ ___ ___ ___		___ ___/ ___ ___/ ___ ___ ___ ___
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
Various locatons			___ ___/ ___ ___/ ___ ___ ___ ___

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		___ ___/ ___ ___/ ___ ___ ___ ___

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)	
		___ ___/ ___ ___/ ___ ___ ___ ___	
Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code
Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)	
		___ ___/ ___ ___/ ___ ___ ___ ___	

Form 5060 (Revised 11-2019)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit **http://dor.mo.gov/business/sales/sales-use-exemptions.php** for additional information.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.

1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.

1.03 The aforementioned Technical Specifications are available online at: https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.

2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2026

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).

PRODUCER Marsh & McLennan Agency LLC Company - St. Louis 825 Maryville Centre Dri. Suite 200 Chesterfield MO 63017	**CONTACT NAME:** Patti Monteith **PHONE (A/C, No, Ext):** 314-594-2617 **FAX (A/C, No):** 888-307-1561 **E-MAIL ADDRESS:** Patti.Monteith@MarshMMA.com
INSURED BYRNEJONES1 Byrne & Jones Construction 891 Ironwood Street Olathe, KS 66061	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Insurance Company 35289 **INSURER B :** Amerisure Mutual Insurance Com 23396 **INSURER C :** Travelers Property Casualty Co 25674 **INSURER D :** AMERISURE INSURANCE COMPANY 19488 **INSURER E :** Lloyds of London 85202 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1942915653 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL 2129242-00-02	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X 50,000-HCPD			CA 2129243-00-02	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			8038100677	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 2129245-00-01	3/1/2026	3/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C C E	Leased/Rented Equip Installation Floater Prof Liab			QT-630-5K620438-TIL-26 QT-630-5K620438-TIL-26 HPL250297	3/1/2026 3/1/2026 7/19/2025	3/1/2027 3/1/2027 7/19/2026	Limit $1,000,000 Limit $1,000,000/Temp $1,000,000/$1,000,000	Ded-$2,500 Storage-$500,000 Ded-$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability:
Carrier: Ace American Insurance Company
Term:03/26/2026-03/26/2027
Max Single Limit-$3,000,000
Max Policy Aggregate-$3,000,000
Ded-$25,000
Crime Liability:
Carrier:National Union Fire Insurance Company of Pittsburgh, PA
See Attached...

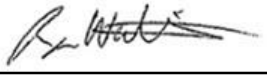
CERTIFICATE HOLDER

City of Liberty
101 E. Kansas St.
Liberty MO 64069

CANCELLATION

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



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AGENCY CUSTOMER ID: BYRNEJONES1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Byrne & Jones Construction 891 Ironwood Street Olathe, KS 66061
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Term:05/29/26 to 03/26/27
Limits-$1,000,000
Ded-$25,000

RE: Project: 2026 Parking Lot Paving

Certificate holder is an additional insured for General Liability for ongoing work and completed operations, and Automobile Liability where required by written contract or agreement subject to the provisions and limitations of the policy(ies).

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"Byrne & Jones Construction" ×

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CITY COUNCIL ACTION REPORT

Meeting Date: June 22, 2026
A/R No.: 2026-255

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance approving an emergency contract with The Havens Construction Co, Inc. for the emergency storm sewer repairs across Forrest Avenue (Project No. 26-015) in an amount not to exceed $56,825.00

Summary:

- Council action affirming staff authorization of an emergency contract for construction related to necessary repairs of a collapsed storm sewer pipe on Forrest Ave.

Background:
During milling and paving operations associated with the 2026 Street Maintenance Restoration Project, an 18" diameter Corrugated Metal Pipe collapsed adjacent to the curb line. Staff investigated the failure and found that while the road could remain open with monitoring for further degradation, the pipe would need to be replaced prior to paving back over the newly milled street. The length of pipe and suddenness of the collapse was not something that staff could resolve in a timely fashion and, as such, an emergency contract was put together with bids being directly requested from three known contracting entities which have performed work for the City of Liberty before.

Figure 1 — Project Location

Bids were requested on June 3, 2026, and received back on June 8, 2026, as follows:

	Option 1	Option 2
Havens	$56,825.00	$53,675.00
Holthouse	$72,000.00	$63,625.00
Tunks	$91,650.00	$86,400.00

*Option 1 involved the replacement of the pipe from structure to structure and Option 2 involved a reduced scope of work which only removed the pipe under the road. Option 1 was the preferred City option. However, both options were bid to ensure the City could move forward regardless.

The Havens Construction Co, Inc. was selected for contract award utilizing Option 1. A signed contract from Havens was provided to staff on June 11 and staff entered into

said contract on June 12, 2026, such that work could begin on June 16, 2026, with an estimated completion date of June 19, 2026.

This action recommends that Council affirm the contract entered into by staff with The Havens Construction Co, Inc. for the construction of emergency storm sewer repairs across Forrest Ave., Project No. 26-018 in an amount not to exceed $56,825.00.

Previous Action (if applicable):
NA

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: Acquisition was such that June deadline was missed, Contract will be taken retroactively to the July meeting.
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

X	**Budgeted:**	Line Item: 351-70020-201-000000 Line Item:	Amount: $56,825.00 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:
1. 2026-255 Affirm Contract with Havens Forrest Emergency - ORD
2. Contract - Storm Repairs Option #1 - Forrest Ave
3. Havens SAM.gov _ Search

Document No._____

ORDINANCE NO._____

ORDINANCE APPROVING AN EMERGENCY CONTRACT WITH THE HAVENS CONSTRUCTION CO, INC. FOR THE EMERGENCY STORM SEWER REPAIRS ACROSS FORREST AVENUE (PROJECT NO. 26-015) IN AN AMOUNT NOT TO EXCEED $56,825.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an emergency contract entered into by staff by and between the City of Liberty and The Havens Construction Co, Inc. for the emergency storm sewer repairs across Forrest Avenue in an amount not to exceed FIFTY-SIX THOUSAND EIGHT HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($56,825.00). A copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ___ day of _____, 2026.

_____
MAYOR, Greg Canuteson

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2026.

_____
MAYOR, Greg Canuteson

City of Liberty, Missouri
CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made and effective as of _____, ___ 2026, by and between the **City of Liberty,** a Missouri municipal corporation, hereinafter referred to as "CITY", and The Havens Construction Co, Inc., located at 9400 Liberty Drive, Liberty MO 64068 hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Emergency Repair - Option #1

Contractor services are necessary for the following Project of City: Storm Sewer Forrest Ave.

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

[ ] such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. **Additional Compensation.** Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: As agreed to and memorialized through formal change order to this contract.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, as defined within Exhibit A, and shall be performed so as not to delay or hinder City's schedule for the

Project. Failure to complete the Work in a reasonable manner, as defined within Exhibit A, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of $250.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR

By: Justin Bobenga

Title: Vice President

DATED: 6/10/2026

CITY OF LIBERTY, MISSOURI

By: _____
Curt Wenson, City Administrator

DATED: _____

ATTEST: _____

1. **Independent Contractor.**
The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. **Compliance with Laws.**
The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA
If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage
Consultant further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The consultant will forfeit a penalty to the City of $100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Consultant or subcontractor that required payment of prevailing wage under state law. *A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached as an exhibit and made a part hereof.*

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

3. **Subcontracts.**
The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

It is the intention of the Contractor to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Contracted Services
Compass Traffic Control	6923 E. 39th St. Kansas City, MO 64129	Traffic Control/Detour

4. **Indemnification.**
To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

5. **Attorney Fees' and Costs.**
The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. **Taxes.**
The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City. Tax exempt certificates indicating this tax-exempt status are furnished as attachments to this Contract.

7. **Insurance.**
Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued be such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above $50,000.00 is not permitted.

8. **Nondisclosure.**
The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

9. **Changes.**
No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

10. **Termination.**
The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

11. **Multi-year contracts; Non-appropriation.**
Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

12. **Accounting.**
During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

13. **Other Contractors.**
The City reserves the right to employ other Contractors in connection with the Work.

14. **Request for Proposals.**
If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's

Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A**, "Scope of Work").

15. **Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

16. **Site Operations.** Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

17. **Personnel.** The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

18. **Compliance with State Immigration Statutes.**

    As a condition for the award of this Agreement, the Contractor 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 with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

    Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri 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.

    An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

    For all contracts with a total potential value of $100,000 or more and contractors with ten (10) or more employees: Contractor shall comply with Section 34.600 RSMo. (the Anti-Discrimination against Israel Act) including executing the certification attached as **Exhibit C** hereto.

19. **Representations.**
    Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

20. **Other Representations, Warranties, and Covenants by the Contractor.**
    The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

21. **Governing/Choice of Law.**
    This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

22. **Counterparts.**
    This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

23. **Bonds.**

The Contractor shall be responsible for providing all bonds and associated bond expenses required as part of this agreement.

24. Permits and Licenses and Easements.

The Contractor shall be responsible for obtaining all permits and licenses and for incurring all expenses associated with those permits and licenses prior to proceeding with the scope of work and services described in this agreement. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

The City shall be responsible for obtaining all necessary easements or other property interests necessary for the scope of work and services described in this agreement.

25. Hours of Performance.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7:00 AM to 5:00 PM central time, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld.

26. Inspection and Maintenance.

Materials or workmanship not conforming to:

a. the City's standard design criteria
b. the City's technical specifications
c. job specifications

shall not be accepted by the City and shall be replaced at no cost to the City.

Contractor shall maintain and keep clean the project site and adjacent public Right of Way (ROW). The City reserves the right to require the Contractor to clean the project site and adjacent public ROW at no cost to the City.

27. Other Special Provisions.

The special provisions are set forth in **Exhibit A** and are incorporated herein by reference and made a part hereof.

28. Additional Contract Documents.

The following additional documents are incorporated herein by reference and made a part hereof:

a. Exhibit A – Scope of Services
    i. Bid Form
b. Exhibit B – Affidavit of Participation in Federal Work Authorization Program
c. Exhibit C – Anti-Discrimination Against Israel Act Certification
d. Prevailing Wage Requirements
e. Payment Bond
f. Performance & Maintenance Bond
g. American Products Requirements
h. Tax Exemption Certificate
i. Technical Specifications
    i. Job Special Conditions
j. Debarment and Suspension Form

The documents listed in General Conditions Section 28 are attached to this Agreement (except as expressly noted otherwise above).

a. There are no Contract Documents other than those listed above in this Article 28.
b. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Exhibit A

Project Scope and Additional Specifications

1. Scope of Work

The work provided for shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish the removal and replacement of approximately 85-LF of 18" CMP with 18" HDPE with other incidental and related work as required and/or as directed by the City to make a complete and finished job.

The project location is located across and under Forest Ave. roughly South of 1332 West Kansas (Feldmans) southernmost drive off of Forrest Ave. and north of 303 Forrest Aves (Crossroads Village Apartment).

2. Contract Price

Refer to the Bid Form.

3. Period of Performance and Liquidated Damages

Time is of essence. The Work to be performed shall be completed in as quick a manner as possible and shall be performed so as not to delay or hinder City's schedule for the Project.

4. Insurance

The Contractor shall provide insurance as follows:

- Comprehensive General Liability: Minimum $3,370,137 combined single limit for bodily injury and property damage
- Comprehensive Automobile Liability: $2,000,000 combined single limit.
- Workers Compensation: Statutory requirements.
- Employers Liability: $2,000,000 each employee, $2,000,000 each accident and $2,000,000 policy limit.

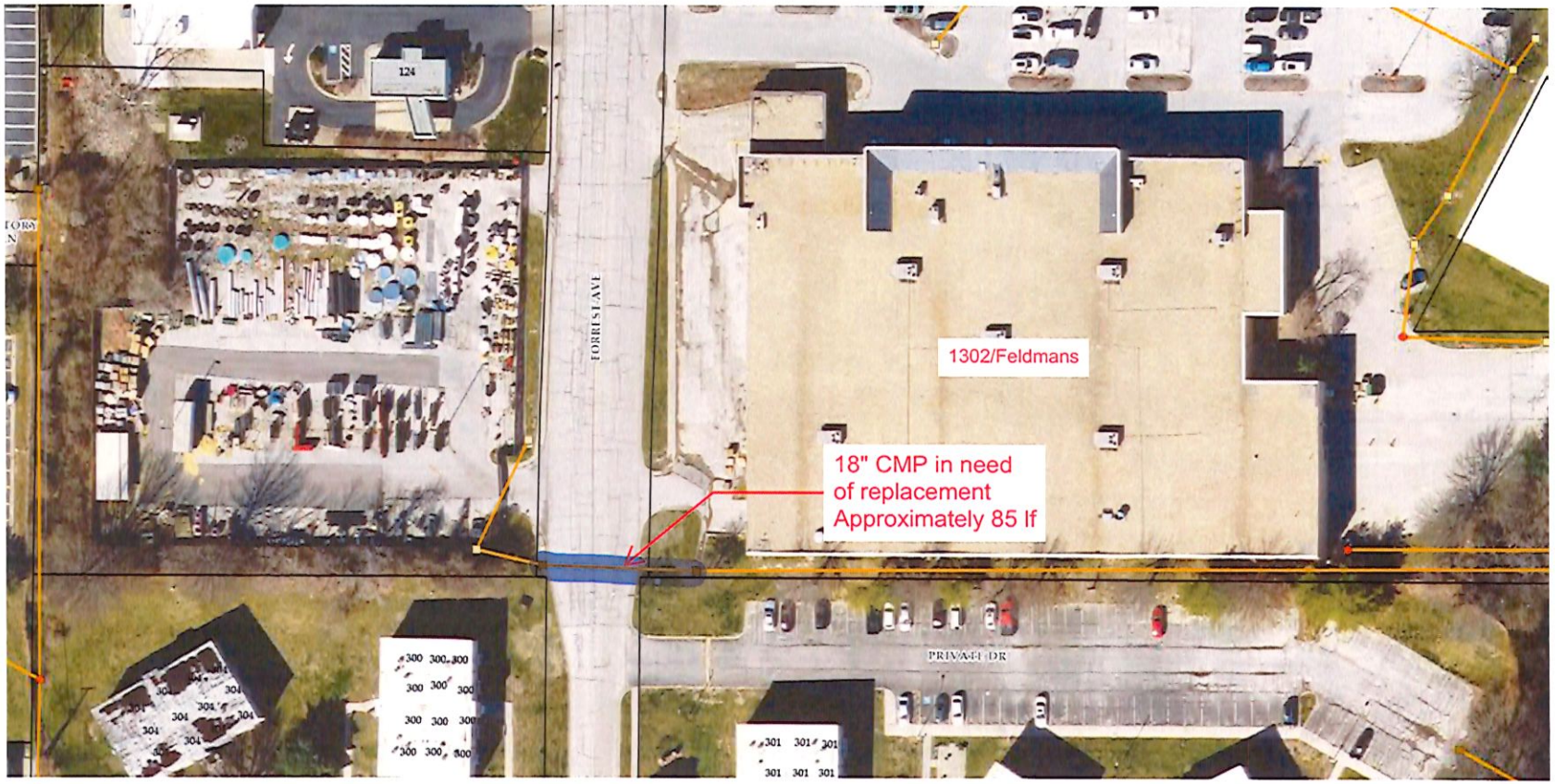

Image 1 - Pipe in Question Circled in Blue

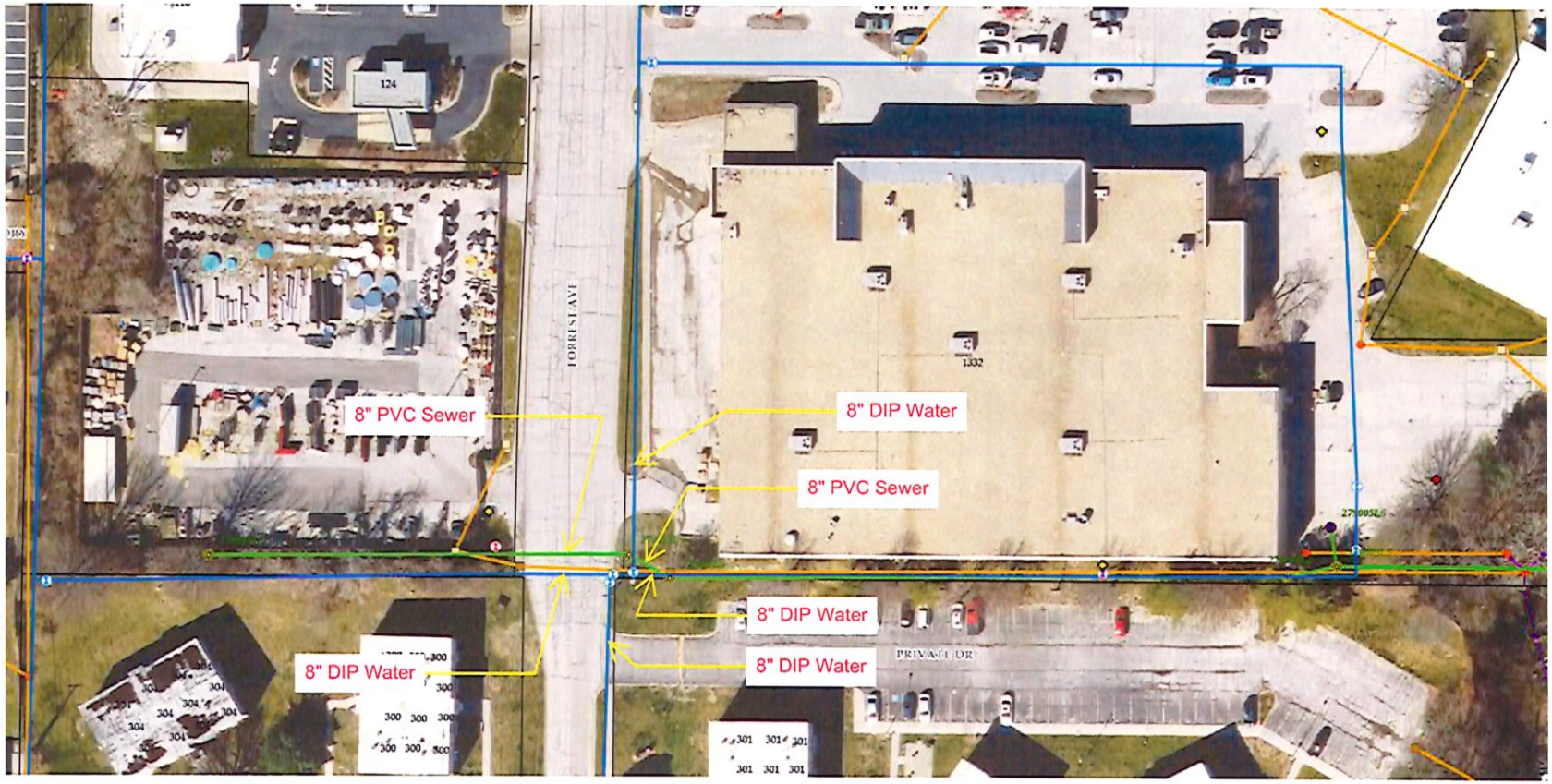

Image 2 – Public Utilities in the Area

The Havens Construction Co., Inc.

BID FORM

CITY OF LIBERTY
LIBERTY, MISSOURI
EMERGENCY REPAIR – STORM SEWER FOREST AVE.
June 04, 2026

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Liberty, 101 E. Kansas Street, Liberty, MO 64068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item #	Description	Quantity	Unit	Bid Unit Price	Bid Price
1	Mobilization and Bonds	1	LS	3,425.00	3,425.00
2	Demolition and Removal of Road	60	SY	50.00	3,000.00
3	Removal of 18" CMP	1	LS	1,650.00	1,650.00
4	Contractor Furnished Surveying and Staking	1	LS	1,750.00	1,750.00
5	Flowable Fill	100	CY	165.00	16,500.00
6	7" Concrete Cap	60	SY	100.00	6,000.00
7	2" Asphaltic Concrete Road Surface Cap	60	SY	N/A	N/A
8	Traffic Control	1	LS	7,000.00	7,000.00
9	Curb and Gutter (CG-1)	30	LF	40.00	1,200.00
10	Concrete Sidewalk (4")	50	SF	50.00	2,500.00
11	18" High Density Polyethylene Pipe (HDPE)	85	LF	90.00	7,650.00
12	Restorations	1	LS	1,250.00	1,250.00
13	Pre/Post Construction Video	1	LS	3,000.00	3,000.00
14	Pot Holing and All Utility Locates and Coordination Efforts	1	LS	1,900.00	1,900.00
	Total of All Unit Price Bid Items				

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 56,825.00

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

C. Contractor's License No.: LIC-11-08-30299 **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

The Havens Construction Co., Inc.

By:
[Signature] _____

[Printed name] 6/5/26 Justin M. Bolsenga Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Meghan Berger

[Printed name] Meghan Berger

Title: Cost Administrator

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: 816-781-4769

Fax Number: _____

Contact Name and e-mail address: Justin Bolsenga jbolsenga@havensco.com

Bidder's License No.: LIC-11-08-30299
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Exhibit B

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

Comes now Justin Bolsenga (name) as Vice President (office held) first being duly sworn, on my oath, affirm The Havens Construction Co., Inc. (company name) ("Company") is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to public works repair of the City of Liberty and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).

Signature (person with authority)

Justin M. Bolsenga
Printed Name

Justin M. Bolsenga
Title Vice President

6/5/26
Date

State of Missouri)
) ss.
County of Clay)

Subscribed and sworn to before me this 5th day of June, 2026

Megan Y. Berger
Notary Public

My commission expires:
4/6/2029

MEGAN Y. BERGER
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Apr. 06, 2029
Commission # 13692414

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

***Note**: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars ($100,000.00) or (2) Contractor employees fewer than ten (10) employees.*

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting "to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel."

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor's rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: _____
[signature]

Print Name Justin M. Bolsenga

Its: Vice President
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

HAVENS

CORPORATE RESOLUTION

I, Lisa J. Holsted, do hereby certify that at a meeting of the Board of Directors of The Havens Construction Company, Inc., a Corporation organized under the laws of Missouri, held on the 16th day of June, 2022, the following resolutions were duly adopted and are now in full force and effect:

> RESOLVED, that Justin M. Bolsenga, the Vice President is fully authorized to enter into agreements, contracts and arrangements and to execute, sign or endorse on behalf of the Corporation any papers, documents, contracts or agreements and to affix the corporate seal on same.

In witness whereof, I have hereunto set my hand this 16th day of June, 2022.

Lisa J. Holsted

Lisa J. Holsted
Corporate Secretary

STATE OF MISSOURI

Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, DENNY HOSKINS, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

THE HAVENS CONSTRUCTION CO., INC.
00153833

was created under the laws of this State on the 4th day of April, 1972, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 17th day of April, 2026.

Denny Hoskins
Secretary of State

Certification Number: CERT-04172026-0084

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 32

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

2.01 Contractor shall submit weekly payroll records with each monthly payment application.

2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.

2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.

3.02 The contractor will forfeit a penalty to the City of Liberty of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 024

CLAY 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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$74.08
Boilermaker	$36.40*
Bricklayer-Stone Mason	$64.33
Carpenter	**$66.73**
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$56.22
Plasterer	
Communication Technician	$63.19
Electrician (Inside Wireman)	$72.26
Electrician Outside Lineman	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$36.40*
Glazier	$59.01
Ironworker	$72.20
Laborer	$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$36.40*
Plumber	$81.51
Pipe Fitter	
Roofer	$60.78
Sheet Metal Worker	$78.40
Sprinkler Fitter	$70.79
Truck Driver	$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$52.62
Truck Control Service Driver	
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 fewer 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.

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODOTIES

1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

2.01 The requirements of this form are not required when:

A. Only one line of a particular good or product is manufactured or produced in the United States;

B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;

C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

MISSOURI DEPARTMENT OF REVENUE

Form **5060** **Project Exemption Certificate**

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	__ __/__ __/__ __ __ __		__ __/__ __/__ __ __ __
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
			__ __/__ __/__ __ __ __

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		__ __/__ __/__ __ __ __

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)	
		__ __/__ __/__ __ __ __	
Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code
Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)	
		__ __/__ __/__ __ __ __	

Form 5060 (Revised 11-2019)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit http://dor.mo.gov/business/sales/sales-use-exemptions.php for additional information.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID Number: 12490938

Effective Date: 07/11/2002

Your application for sales/use tax exempt status has been approved persuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

(DT4050)

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.

1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.

1.03 The aforementioned Technical Specifications are available online at: https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.

2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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SPC-1.01 SCOPE OF WORK

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish construction of **the removal and replacement of storm sewer, roadway, curb and gutter, concrete sidewalks, utility coordination, restorations** together with other incidental and related work as set forth in these specifications and the detail drawings and as directed by the Engineer to make a complete and finished job.

SPC-1.02 MEASUREMENT AND PAYMENT

A. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.

B. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.

C. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids.

D. The following bid item additional information is included to provide payment calculation clarification for each listed bid item.

1. **Bid Item #1 - Mobilization and Bonds**

   a. This work will not be measured for payment, but will be considered a lump sum price.

   b. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment, and tools for the deployment of laborers and equipment to the site, site preparation, temporary utility installation, final site clean-up and demobilization.

   c. Payment of this item shall be lump sum by the following schedule:

      1) When 5 percent or more of the original contract amount is earned, 50 percent.

      2) When 10 percent or more of the original contract amount is earned, an additional 25 percent.

      3) When 25 percent or more of the original contract amount is earned, an additional 25 percent.

2. **Bid Item #2 - Demolition & Removal of Road**

   a. Payment will be made for Demolition & Removal at the contract unit prices. Payment will be made for full compensation for removing existing roadway within construction limits unless otherwise noted by the City Engineer and shall include all labor, equipment, excavation, disposing of and incidentals necessary to complete the work.

   b. Payment will be calculated based upon the actual square yardage of road removed.

3. **Bid Item #3 - Removal of 18" CMP**

   a. Payment will be made for 18" CMP removal at the contract Lump Sum price. Payment will be made for full compensation for providing all necessary removals and provisions

necessary for any and all surface and subsurface conditions and shall include all labor, equipment, excavation, disposing of and incidentals necessary to complete the work.

4. **Bid Item #4 - Contractor Furnished Surveying and Staking**

   a. The Contractor shall furnish stakes, and surveys, and other materials as may be required for the proper staking and laying out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work.

   b. All survey and staking work performed under this contract shall be subsidiary to the contract. No direct payment for this work will be made to the Contractor.

   c. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.

   d. The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance.

   e. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks that have been moved or destroyed, the Contractor will be charged with the resulting expense of replacement.

   f. This work will not be measured for payment, but will be considered a lump sum price.

      1) Payment shall be full compensation for furnishing all materials, labor, equipment, and tools for the deployment of laborers and equipment to the site as well as any incidentals necessary to complete the work.

      2) Payment of this item shall be lump sum by the following schedule:

         i) When 5 percent or more of the original contract amount is earned, 50 percent.

         ii) At 10 percent off the original contract amount is earned, an additional 25 percent.

         iii) When 25 percent or more of the original contract amount is earned, an additional 25 percent.

5. **Bid Item #5 - Flowable Fill**

   a. Payment will be made for Flowable Fill at the contract unit prices and shall include all labor, equipment and incidentals necessary to complete the work.

      1) Traditional backfill shall NOT be considered an acceptable substitute for Flowable Fill.

   b. Payment will be calculated based upon the ticketed cubic yardage of Flowable Fill used.

6. **Bid Item #6 - 7" Concrete Cap**

   a. Payment will be made for the application of a 7" Concrete Cap in conformity with City Standard Detail D80-1 at the contract unit prices and shall include all labor, equipment and incidentals necessary to complete the work.

   b. Payment will be calculated based upon the measured square yardage of 7" Concrete Cap installed.

7. **Bid Item #7 - 2" Asphaltic Concrete Road Surface Cap**

a. Payment will be made for the application of a 2" Asphaltic Concrete Road Surface Cap I conformity with City Standard Detail D80-1 at the contract unit prices and shall include all labor, equipment and incidentals necessary to complete the work.

1) Asphalt surface materials and placement shall be based upon Type 5-01 in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base.

b. Payment will be calculated based upon the measured square yardage of 2" Asphaltic Concrete Road Surface Cap installed.

8. **Bid Item #8 - Traffic Control**

a. This work will not be measured for payment, but will be considered a lump sum price. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment, and tools for the deployment of laborers and equipment to the site, site preparation, temporary utility installation, final site clean-up and demobilization.

b. Payment of this item shall be lump sum by the following schedule:

1) When Traffic Control is initially put in place, 75 percent.

2) When Traffic Control is removed and project is closed out, 25 percent.

9. **Bid Item #9 - Curb and Gutter (CG-1)**

a. Payment will be made for the installation of Curb and Gutter (CG-1) at the contract unit prices and shall include all labor, equipment and incidentals necessary to complete the work.

b. Payment will be calculated based upon the measured linear footage Curb and Gutter (CG-1) Cap installed.

10. **Bid Item #10 - Concrete Sidewalk (4")**

a. Payment will be made for the installation of Concrete Sidewalk (4") at the contract unit prices and shall include all labor, equipment and incidentals necessary to complete the work.

b. Payment will be calculated based upon the measured square footage Concrete Sidewalk (4") installed.

11. **Bid Item #11 - 18" High Density Polyethylene Pipe (HDPE)**

a. Payment will be made for the installation of 18" High Density Polyethylene Pipe (HDPE) at the contract unit prices and shall include all labor, equipment and incidentals necessary for installation and to complete the work.

b. Payment will be calculated based upon the measured linear footage of 18" High Density Po Polyethylene Pipe (HDPE) installed.

12. **Bid Item #12 - Restorations**

a. Payment will be made for Restorations at the contract Lump Sum price. Payment will be made for full compensation for and shall include all labor, equipment and incidentals necessary to complete the work.

b. Payment of this item shall be lump sum by the following schedule:

1) When 100 percent of the original contract amount is earned, 100 percent.

13. **Bid Item #13 - Pre/Post Construction Video**

a. Prior to construction, the Contractor shall videotape the entire extent of the project. The videotaping may be conducted on foot. The videotape shall show the existing conditions on the project. Details of such items as fences, sidewalks, landscaping, and driveways shall be clearly shown.

b. After construction, the Contractor shall conduct a second videotaping, showing the same extents and level of detail as specified above. A copy of both video tapes shall be submitted to the Engineer for record keeping purposes.

c. Payment will be made for Pre/Post Construction Video at the contract Lump Sum price. Payment will be made for full compensation for and shall include all labor, equipment and incidentals necessary to complete the work.

d. Payment of this item shall be lump sum by the following schedule:

1) When 100 percent of the original contract amount is earned, 100 percent.

14. **Bid Item #14 - Pot Holing and All Utility Locations and Coordination Efforts**

a. The Contractor shall be solely responsible for conducting site investigation such as potholing to ascertain the real-world locations of all utilities (private and public). The Contractor shall be solely responsible for conducting all coordination efforts required for any relocations and/or removals of all utilities (private and public). The Contractor shall be solely responsible for the repair to any utilities (private and public) damaged due to their negligence and/or lack of coordination.

b. Payment will be made for Pot Holing and All Utility Locations and Coordination Efforts at the contract Lump Sum price. Payment will be made for full compensation and shall include all labor, equipment and incidentals necessary to complete the work.

c. Payment of this item shall be lump sum by the following schedule:

1) When 100 percent of the original contract amount is earned, 100 percent.

SPC-1.03 ACCESS TO PROPERTIES

E. The City shall be responsible for acquiring all easements and access authorizations necessary for the conducting of the project where project limits are outside of the Public Right of Way.

SPC-1.04 Removal of Existing Sidewalks, and Curbs.

A. In removing existing Sidewalks, Curbs and Driveway, they shall be removed to an existing joint or to a joint sawed to a minimum depth of one inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grades and connections in the new work area regardless of any limits which may be indicated on the plans. Removals shall be considered incidental to other contract line items.

SPC-1.05 Safety of the Public

A. The Contractor shall provide temporary walks, fencing, barricades or other protective measures as necessary to ensure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public.

SPC-1.06 Fees for Construction Permits

A. The City agrees to waive all fees for construction permits associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and shall be subsidiary to the Contract.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name The Havens Construction Co, Inc.

Date 6/10/2026

By Justin Bolsenga Vice President
Name and Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1623 (10-88) Federal Recycling Program Printed on Recycled Paper

This form was electronically produced by Elite Federal Forms, Inc.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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